

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Capitol Health Associates, LLC (hereafter called the "Contractor") that the contract on the subject of personal services generally on the subject of strategic consulting and technical project management and support of Blueprint for Health data quality, connectivity, aggregation, and clinical data analysis initiatives, effective July 1, 2015, is hereby amended effective December 11, 2015, as follows:

1. **By deleting Section 3 (Maximum Amount) on page 1 of 30 of the base agreement, and substituting in lieu thereof the following Section 3:**

3. **Maximum Amount.** In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$1,298,851.73**.

2. **By deleting on pages 2 of 30 of the base agreement Section 8 (Attachments), and substituting in lieu thereof the following Section 10 (to follow new Sections 8 and 9, as described below):**

10. **Attachments.** This contract includes the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment D - Modifications of Insurance

Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

Attachment G – Other Provisions

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D (if any)
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment G
- 7). Attachment E (if any)
- 8). Attachment F
- 9). Other Attachments (if any)

3. **By inserting a new Section 8 (Contacts for this Award) and a new Section 9 (Independent Review), to immediately follow the end of Section 7 (Cancellation) on page 2 of 30 of the base agreement, as follows:**

8. **The contacts for this award are as follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Natalie Elvidge	Tim Tremblay	Hans Kastensmith
Phone #:	802-879-7956	802-654-8923	703-622-6896
E-mail:	Natalie.Elvidge@vermont.gov	timothy.tremblay@vermont.gov	hck@capitolhealthdc.com

NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	Hans Kastensmith
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	P.O. Box 425 Oakton, VA 22124
Email	Howard.Pallotta@vermont.gov	hck@capitolhealthdc.com

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph and any other notice which would require a consent, express or implied, or other affirmative action from the State (as opposed to notices of events such as meetings, internet presentations, and the like).

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

- 9. Independent Review.** The Contractor acknowledges and agrees that the State is required pursuant to 3 V.S.A. § 2222 to obtain an independent expert review of this Agreement and the services to be rendered hereunder, which review shall be completed as soon as practicable after the Effective Date of this Agreement. Such review will include, as required by law: (A) an acquisition cost assessment; (B) a technology architecture review; (C) an implementation plan assessment; (D) a cost analysis and a model for benefit analysis, (E) an impact analysis on net operating costs for the agency carrying out the activity, and if requested (F) a procurement negotiation advisory services contract. Upon completion of the review, and upon the State's request, the Contractor shall meet with the State to discuss the results and the Contractor will cooperate with the State to address any aspects of the Agreement or services that are identified in the review as the State deems necessary. The Contractor acknowledges and agrees that if necessary and as required by the State, this Contract will be amended to address the issues identified in the review.

4. By deleting Attachment A (Specifications of Work to be Performed) in its entirety, beginning on page 3 of 30 of the base agreement, and substituting in lieu thereof the following Attachment A, beginning on page 4 of 80 of this agreement.
5. By deleting Attachment B (Payment Provisions) in its entirety, beginning on page 8 of 30 of the base agreement, and substituting in lieu thereof the following Attachment B, beginning on page 30 of 80 of this agreement.
6. By deleting Attachment C (Standard State Provisions for Contracts and Grants) in its entirety, beginning on page 11 of 30 of the base agreement, and substituting in lieu thereof the following Attachment C (Standard State Provisions for Contracts and Grants), beginning on page 40 of 80 of this agreement.
7. By adding a new Attachment G (Other Provisions), as follows beginning on page 44 of 80 of this agreement.
8. By deleting Department of Vermont Health Access Request for Approval to Subcontract, in its entirety, beginning on page 26 of 30 of the base agreement, and substituting in lieu thereof the following Department of Vermont Health Access Request for Approval to Subcontract, beginning on page 54 of 80 of this agreement.
9. By deleting Appendix I (Required Forms) in its entirety, beginning on page 29 of 30 of the base agreement, and substituting in lieu thereof the following Appendix I (Required Forms), beginning on page 56 of 80 of this agreement.
10. By adding a new Appendix II (Details of Blueprint Clinical Registry Maintenance and Operation Activities), as follows beginning on page 58 of 80 of this agreement.

This amendment consists of 80 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#29244) dated July 1, 2015 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
CAPITOL HEALTH ASSOCIATES, LLC

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AHS/DVHA

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CAPITOL HEALTH ASSOCIATES, LLC

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

The State intends to establish processes for the reliable transmission of accurate healthcare information from electronic medical records (EMRs) and other health information sources, through the Vermont Information Technology Leaders (VITL) Vermont Health Information Exchange (VHIE) or directly into the Blueprint for Health (Blueprint) Blueprint Clinical Registry. The measure of success of these complex “Sprint” processes is the achievement of near flawless transmission and reporting of actionable information as demonstrated through the Blueprint’s ability to generate core measures of health using the transmitted clinical data.

The Contractor and its approved subcontractors will perform all functions required as relates to the migration, hosting, configuration and setup, testing, production launch (including rebuilding the system from source code, establishing a new interface engine, establishing user credentials, and supporting end-users through the transition), and ongoing maintenance and operations of the State’s instance of DocSite (rebranded as the Blueprint Clinical Registry). This work is required to support the State in acquiring a perpetual license for use and access to source code of the DocSite application and database from Covisint. These functions shall include, but not be limited to:

- Providing program, project, and vendor management for the State’s DocSite migration project
- Completing the migration of DocSite to a new, secure hosting environment and hosting the system
- Setting up and configuring the instance of DocSite delivered from Covisint to meet the State’s Success Criteria as set forth in the source code license agreement between the State and Covisint dated as of December 11, 2015(the “Covisint License”) and as defined herein.
- Rebuilding the system from source code licensed by the State from Covisint
- Update, author and maintain required system documentation and operational plans based on State requirements
- Conducting an initial Pass/Fail penetration test on the Blueprint Clinical Registry to identify and remediate any high-risk threats before the system is put into production.
- Author and maintain system security plan and conduct ongoing application and network security tasks.
- Acquiring any third-party licenses required to run the State’s instance of DocSite on behalf of the State and installing and testing said software to ensure full compatibility with the DocSite application
- Acquiring from Covisint any remaining software components required for message processing and installing and testing these components in the State’s Blueprint Clinical Registry
- Acquiring from Covisint any remaining software components required for reporting services and installing and testing these components in the State’s Blueprint Clinical Registry
- Evaluating, consulting on, and assisting with implementation of an appropriate interface engine for the system
- Remediating any critical findings of the Independent Review required by Vermont state statute).

- Maintaining and enhancing the DocSite source code
- Supporting activities involved in onboarding interfaces from new organizations into the Blueprint Clinical Registry, including acquiring Business Associate Agreements (BAAs) on behalf of the State from all user organizations and practices that submit data to DocSite
- Supporting end-user transition to the migrated system
- Providing ongoing support of end-users

The data quality program and project management and vendor management of the Blueprint Clinical Registry operations will be performed by Katie McGee and Hans Kastensmith of Capitol Health Associates.

After receiving written approval from the State's Blueprint Executive Director and/or designated Assistant Director(s), the Contractor may subcontract for the other services required to operate the Blueprint Clinical Registry, such as migration, setup, configuration, and testing services; hosting; security testing; maintenance and operations; enhancements to the source code; interface engine selection, configuration, and testing; and end-user transition and ongoing support services.

The Contractor shall subcontract with Vermont Information Technology Leaders (VITL) for hosting services, which may be provided through VITL's subcontractor, Rackspace®. The Contractor shall subcontract with MDM Technologies, LLC for the provision of technical support for the Blueprint Clinical Registry; the MDM subcontract shall require the services of Dave McCormack as key staff. The Contractor shall subcontract with a vendor approved by the State to conduct security assessments of the system, an initial pre-production penetration test, and ongoing vulnerability tests.

Any proposed staffing changes of resources named above by the Contractor or a Subcontractor must be submitted in writing to the State and are subject to review and approval by the Blueprint Executive Director and/or designated Assistant Director(s).

Out of Scope

The Integrated Health Record (IHR) and Master Patient Index (MPI) functionality are out of scope for the migration of DocSite to the rebranded Blueprint Clinical Registry.

End-user support of Support and Services at Home (SASH) staff is out of scope for this agreement, as SASH has their own subject matter expertise and training resources on staff for the Blueprint Clinical Registry.

Data Quality Project Management

The Contractor agrees to complete the following tasks:

Task 1: Program Management

This task pertains to expert consultation on the overall Health Information Technology (HIT)/Health Information Exchange (HIE) strategy and operations for the State of Vermont and inclusive of major stakeholders and projects as requested by the Blueprint Executive Director. In particular, the Contractor shall provide recommendations for optimization of system capabilities for data capture to ensure exchange of the maximum number of structured data elements in a quality manner.

The Contractor Program Manager(s) shall provide high-level oversight of and recommendations related to statewide data quality work ("Sprints") in coordination with

the Contractor Sprint project leader(s). Expertise and input on other related initiatives and projects may be requested at the discretion of the Blueprint Executive Director.

In coordination with the State's Blueprint analytics vendor (currently Onpoint Health Data) using reports and analyses generated from the Blueprint Clinical Registry, the Contractor shall evaluate the level of quality and completeness of current data capture (via end-to-end transmission from practice EHR to VHIE to clinical registry or flat files directly from practice EHR to clinical registry), provide summarized findings, and recommend targeted sites and projects for enhancement and expansion of data collection to the Blueprint Executive Director.

Deliverables:

1. Involvement in HIT/HIE strategy and operations meetings as requested by the Blueprint Executive Director, examples of which may include:
 - a. Weekly check-in/status update meeting with Blueprint Executive Director and/or designated Assistant Director(s)
 - b. DVHA/VITL Quarterly Grant Review meetings
 - c. Weekly Blueprint analytics meetings
 - d. Analytic and Evaluation Workgroup meetings
2. Leadership of Sprint Management Team for prioritizing and coordinating statewide data quality, connectivity, and data optimization efforts
3. Summarized findings of data frequency and quality from analytics reports, including recommended plans for optimization strategies
4. The Contractor shall develop and submit program reports monthly that include the following information:
 - a. Programs/initiatives on which consultation services were provided
 - b. New projects/initiatives on which consultation services were requested by the Blueprint Executive Director within the reporting month
 - c. Actual hours spent on each program/initiative included in the report
 - d. High-level summaries of advisory expertise given on these programs/initiatives
 - e. Dates and times of meetings attended
 - f. Anticipated next steps based on direction given
5. The Contractor, in consultation with the State, shall implement Tasks 2-4, as set forth below.

Task 2: Project Management of Statewide Blueprint Data Quality Initiatives

The Contractor shall commit the necessary resources and time allotments required to perform work and continue project management of active Sprint projects to completion. Additionally, the Contractor shall help identify, using analyses from statewide clinical data sources, opportunities for data quality optimization and shall initiate and manage these targeted projects to completion.

The Contractor shall complete a set of key items to outline the high-level project management tasks for each Sprint project, including targeted data optimization projects for practices/organizations that have already completed an initial Sprint project.

The monitoring system for each Sprint process contains the following components:

1. Blueprint Community Evaluation
2. Initial IT Evaluation
3. Initial Data Mapping Verification
4. Project Plan
5. First Sprint Meeting Defining Tasks and Issues
6. Weekly Progress Meetings on Continuing Work
7. Final Data Continuity and Validation
8. Sprint Completion
9. Ongoing Maintenance

Data optimization projects shall contain components 4 through 9.

Performance Measures: For Sprint and data optimization projects, the Contractor shall demonstrate progress towards stated goals using a combination of performance measures as follows:

- a. Schedule Performance Measure: Project schedule status shall be tracked on a weekly basis. Actual progress will be tracked against the project baseline. The actual schedule shall reflect tasks as completed (100% complete), in process (50% complete), and not yet started.
- b. Weekly Meetings with Blueprint staff (as needed): The Contractor shall meet on a regular basis with the State's Blueprint staff to review ongoing tasks, discuss issues with tasks, and recommend modifications to ongoing activities. These meetings will ensure that the tasks are meeting the State's needs.
- c. Project Status Reporting: The Contractor shall provide Blueprint Management with transparent reporting on the project on a monthly basis. Status reporting shall provide both metrics-based and narrative-based information about the progress of the task. This information will serve as a secondary summary of weekly telephonic meetings on project issues.
- d. Metrics-Based Management: The Contractor shall use metrics on schedule and deliverable acceptance throughout the project.
- e. Direct Communication with End Users in Development of Deliverables: The Contractor shall interface with appropriate clinicians throughout the development of deliverables. This interfacing will help to ensure greater accuracy and utility of the produced deliverables. Deliverables shall be considered completed upon a satisfactory review by the State.

Deliverables: For each project, the Contractor shall provide the following deliverables:

1. Project plan/timeline submitted to the State within 15 days of project start
2. Project Initiation document submitted to the State within 15 days of project start
3. Agendas for and leadership of weekly project team calls
4. Attendance sheets for weekly calls
5. Weekly, bi-weekly, and monthly progress reports as indicated under the Performance Measures section above
6. Attendance at and (upon request) leadership of Sprint Management Team calls as scheduled
7. Updates to Blueprint Executive Director and Assistant Directors as requested,

including proactive escalation of issues presenting obstacles to project completion and requiring timely attention

8. Documentation of project completion

Task 3: Recruitment and Onboarding of New Blueprint Data Quality Initiatives

The Contractor shall coordinate recruitment of health care provider practices for Sprint or targeted data optimization projects, including education and outreach activities on the Sprint process both proactively and upon request.

The Contractor shall evaluate health care provider practices (“practices”) for project readiness based on several factors, including commitment of practices to completing data quality work in a timely manner and technical capabilities of the practice’s Electronic Health Record (EHR) system for connectivity to the Vermont Health Information Exchange (VHIE) network, and prioritize new projects accordingly as slots and required resources become available.

Once a new practice has been recruited to use the system, the Contractor shall perform all project management activities for it as defined in Task 2.

The Contractor shall provide technical expertise to practices, State Health Information Exchange (HIE) partners, and EHR vendors on data mapping, interface connectivity, and data optimization, in addition to direct work with practices on data quality evaluation and remediation methods.

Deliverables: During the recruitment and onboarding process, the Contractor shall provide the following deliverables:

1. Outreach to practices about the Sprint process or targeted data optimization initiative via phone calls or on-site meetings (if required and travel approved through the Blueprint management team)
2. In consultation with the Blueprint Executive Director and/or Assistant Directors, prioritize practices/organizations for new Sprints as project slots become available (up to 8 concurrent project slots available at a time)
3. Tracking of prioritized projects in the queue awaiting a project slot and communication of status and level of urgency for connecting new practices to the VHIE/DocSite via appropriate interfaces
4. Provision of technical expertise on connectivity (interface) setup efforts, data quality remediation at the source EHR systems, and/or data optimization strategies to project teams
5. Mentoring and management of other identified Sprint project leaders
6. Support of future recruitment and onboarding activities for the Blueprint Clinical Registry
7. Monthly status report related to recruitment and onboarding that includes the following information:
 - a. Names of practices in the recruitment and onboarding stage for new Sprints or data optimization efforts and outreach performed
 - b. EHR vendors involved
 - c. Coordination of resources for the recruitment and onboarding , such as individuals at State HIE vendors upon whom the Contractor may depend for

- project completion
- d. Obstacles encountered during the recruitment and onboarding process and, if applicable, feasibility of project continuation and estimated date for project slot availability

Task 4: Involvement in Projects Supporting Data Quality Work

The Contractor shall perform data quality work related to data mapping out of EHR source systems, establishing interface connections to State HIE systems and evaluating data quality within those systems, flat file transfers, data quality reporting mechanisms, and master patient index (MPI) functionality and shall use this knowledge and experience to provide input and support to the Blueprint management team on projects related to data quality work, but not specifically part of Sprint or data optimization projects.

Examples of projects supporting data quality work that shall require the Contractor's involvement and expertise include, but are not limited to, the following:

- Project management of new/alternate/pilot methods for data mapping, acquisition, and verification
- Understanding of workflows, data quality requirements, and reporting needs of Blueprint programs, including Support and Services at Home (SASH), Tobacco Cessation Counseling (TCC), Community Health Teams (CHTs), and self-management workshops
- Acquisition and secure transfer of clinical data extract(s) for analysis and merging with claims data by Blueprint analytics vendor
- Assist Blueprint analytics vendor with matching of clinical to claims data, interpretations of data, and mapping of values to measures being generated, such as those for Accountable Care Organizations (ACOs) and provider networks
- Project management and implementation planning for the DocSite migration project
- Coordination of validation testing of the pre-production instance of DocSite against the Success Criteria, as defined herein
- Ongoing project management for maintenance and support of the Blueprint Clinical Registry
- Participation in strategic planning sessions for future tool selection where technical expertise of the Contractor and risk assessment based on past experience is brought to bear

Deliverables:

1. As directed by the Blueprint Executive Director or as required for proper support of Sprint project work, the Contractor shall participate in and, as appropriate, lead projects related to data quality efforts.
2. The Contractor shall submit a monthly status report related to these projects (formatted as one status report listing all projects under subheadings) that includes the following information:
 - a. Name of project based on specific work in which the Contractor is involved
 - b. Report of work performed, including but not limited to: time spent on the project, meetings attended, stakeholders involved, etc.
 - c. Coordination of resources on the project, if needed, such as individuals at

State HIE vendors upon whom the Contractor may depend for project completion

- d. Report of project's current status, including, but not limited to: Obstacles encountered, project successes, anticipated timeline and upcoming project plans.

DocSite Migration Project

Task 5: Program, Project and Vendor Management

The Contractor shall manage the services required to operate the Blueprint Clinical Registry, such as migration, setup, configuration, and testing services; hosting; security testing and documentation; maintenance and operations; enhancements to the source code; interface engine selection, configuration, and testing; and end-user transition and ongoing support services. The contractor will also evaluate, estimate and manage any additional technical enhancements requested by the Blueprint Executive Director.

The Contractor shall also manage all subcontractors required to perform the scope of work included in this agreement.

Description of Services

The Contractor shall assign a "Contractor Project Manager" (PM) who will:

- a. Be experienced at managing the contracted services on behalf of the Contractor's organization and have the information, authority and resources available to properly discharge the responsibilities required hereunder
- b. Serve as the primary interface and the single-point of accountability and responsibility for the provision of Contractor Services
- c. Be responsible for the successful delivery of all Contractor tasks and sub-tasks
- d. Have day-to-day responsibility for, and authority to manage, State customer satisfaction
- e. Devote the dedicated time and effort needed to manage and coordinate the Contractor Services

The Contractor PM shall create and maintain project documentation that has been requested by the State. A list of documentation and timelines are detailed below

Vendor (sub-Contractor) Management

The Contractor PM is responsible for the coordination and oversight of sub-contractor activities identified in this contract. The Contractor PM will collaborate and communicate with the State's HIE Vendor Manager (VM) assigned, providing copies of status reports, and immediate notification on risks and/or issues related to the sub-contractor performance or inability to complete work identified.

Project Management Deliverables

The Contractor PM shall be responsible for performing all project management duties, including creating and updating all project management artifacts that are requested by the State to manage the project. The Contractor PM shall work in conjunction with a State PM to produce the project management deliverables listed in the table below. Project-related documentation shall be stored in a State-owned SharePoint project site, unless otherwise agreed to by the State and the Contractor.

Deliverable	Description	Delivery Date
Deliverable AII-1A	Interface Design Document	See Appendix II
Deliverable AII-3A	Test Plan	See Appendix II
Deliverable AII-4A	Deployment Plan	See Appendix II
Deliverable AII-5A	System Incident Reports – M&O	See Appendix II
Deliverable AII-5B	Operations and System Administration Procedures Manual	See Appendix II
Roles & Responsibilities RACI Matrix	A chart or list of the project participants' roles and level of responsibility (R-Responsible, A-Accountable, C-Consulted, I-Informed).	Within 2 weeks of contract execution
Communication Management Plan	Describes the types, modes, frequency, recipients, location of meetings, and archive (i.e. links to communications published) for project communications	Within 2 weeks of contract execution
Project Status Reports	Provides State PM with a weekly report on the project health, accomplishments, upcoming tasks, risks and significant issues.	Within 2 weeks of contract execution and weekly thereafter
Project Schedule	An ongoing schedule to be updated and sent to the State PM, for anticipating and tracking changes to project tasks, deliverables and milestones.	Initial version within 2 weeks from the date this contract is executed, and updated bi-weekly thereafter
Milestones	Finalized list of Milestone of deliverables.	Within 2 weeks from the date this contract is executed.
Project Management Plan	In collaboration with the State PM and at the direction of the Blueprint Executive Director, develop a plan for the approach to managing the project, including sub sections that include the standup of the DocSite system and the planned modifications including the messaging engine deployment and extract development.	Initial version within 2 weeks from the date this contract is executed, and updated as needed thereafter
Meeting Agenda/ Minutes	All scheduled meetings will have an agenda provided prior to the meeting, and minutes of meeting highlights, decisions made, and action items assigned published within 3 business days after the meeting.	As Needed
Risk Log	Tracks the project risks (current and past). Responsible for reporting new risks identified to State PM (and State VM when applicable). This	Initial version within 2 weeks from the date this contract is

Deliverable	Description	Delivery Date
	includes such information as likelihood, impact, and mitigation strategy.	executed, and updated as needed thereafter
Issue/Action Items/Decisions Log	A Log of open and resolved/completed Action items, Issues and Decisions. Responsible for reporting new Issues/Action Items/Decisions to State PM (and State VM when applicable).	Initial version within 2 weeks from the date this contract is executed, and updated as needed thereafter
Formal Acceptance	Contractor PM obtains sign-off from the Blueprint Executive Director for each completed deliverable or set of deliverables signifying acceptance.	As needed

Program Management Deliverables:

1. This task pertains to expert consultation on the overall Blueprint Clinical Registry strategy and operations for the State of Vermont. Direct oversight of all program staff, subcontractors, program goals and objectives. Direct all major projects as requested by the Blueprint Executive Director. In particular, the Contractor shall provide recommendations for optimization of system capabilities to ensure the Blueprint Clinical Registry meets or exceeds all programmatic goals.
2. The Contractor Program Manager shall provide high-level oversight of and recommendations related to Blueprint Clinical Registry operations, maintenance and development in coordination with the Contractor and subcontractor project leader(s).
3. Independent Review, as specified in Section 9 (Independent Review) of this Contract.
4. Deliverable AII-4C – System Source Code and Documentation – See Appendix II.
5. The Contractor shall, in consultation with the State’s HIE HIPAA expert and attorney, draft new Business Associate Agreements (BAAs) between the State and manual entry user organizations and practices. The Contractor shall communicate with all manual entry user organizations and practices that have historically submitted data to DocSite, explain the need for the new BAA and the altered terms, and collect signed BAAs from these organizations. The Contractor shall identify a secure electronic storage location acceptable to the State for the executed BAAs and file all BAAs in this location.
6. Any proposed staffing changes of named resources by the Contractor or a Subcontractor shall be submitted in writing to the State and are subject to review and approval by the Blueprint Executive Director and/or designated Assistant Director(s). Provided, however, Contractor shall be fully responsible for the management, compensation, and performance of all Contractor personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor’s employees. Notwithstanding the foregoing, Contractor’s employees shall adhere to the State’s policies and procedures, of which Contractor is made aware while on

State Premises, and shall behave and perform in a professional manner. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create an employment relationship. Nothing in this Contract authorizes the State to direct the Contractor's termination of the employment of any individual.

7. Manage performance of tasks related to migration and ongoing technical, hosting, quality assurance testing, and end-user support services of the Blueprint Clinical Registry.
8. In consultation with the State and Covisint, identify risks and issues related to the DocSite migration project and facilitate agreement on mutual decision points in a timely manner.
9. The Contractor, in consultation with the State, shall implement Tasks 6-17, as set forth below.

Task 6: Hosting Setup Services and Support for the DocSite Migration Project

The Contractor shall provide the hardware, software, and personnel resources required to migrate Vermont's DocSite system from Covisint's Savvis hosting environment to a new Rackspace hosting environment. The Contractor, through its subcontractor, MDM Technologies, shall install the DocSite software in both a Test and a Production environment set up by Rackspace. The Contractor shall make best efforts to give the State not less than one hundred twenty (120) days advance written notice of any change to the Contractor's agreement with Rackspace and/or change to where the DocSite System is being hosted. The State may terminate this Contract if it determines, in its sole discretion that such change is not in the best interests of the State.

Any third-party hosting environment on which the DocSite System is hosted shall meet the requirements of this Contract. The State shall have no direct contractual relationship with the hosting provider and no obligation to manage the Contractor's relationship with a hosting provider. Requirements herein for State access to the hosting platform shall be for compliance monitoring purposes only and shall in no way relieve the Contractor of its obligations with respect to managing the agreement with the hosting provider or in meeting the requirements of this Contract.

The Contractor shall stand up both the Test and Production environments in Rackspace based on the specifications provided by Covisint, which have been delivered under separate cover.

The Contractor shall replicate the environment on which the State's production version of DocSite was running as of August 31, 2015 for the stand-up of the Test and Production environments for the Blueprint Clinical Registry, including older versions of Microsoft hot fixes, if necessary.

The Contractor shall also obtain the necessary third-party software licensing required for running the Blueprint Clinical Registry on behalf of the State, including, but not limited to, SQL Server Enterprise. The Contractor shall allocate appropriate network assets for this purpose, including, but not limited to, firewall, intrusion detection and network use. In the event the State is required to contract directly with third-party software providers in order to utilize the software services, the Contractor shall facilitate communications between the State and the third-party software providers.

The Contractor, through its subcontractor (VITL), shall cause Rackspace® to provide local server administrative privileges and direct remote access to all components of the Test and Production environments prepared for the Blueprint Clinical Registry to MDM Technologies and to Covisint upon request.

The Contractor, through its subcontractor VITL, shall provide access as specified by the Contractor to the Blueprint Clinical Registry Test and Production environments for the purposes of either Covisint or MDM Technologies completing installations of DocSite on the Test and Production servers.

Upon the State's license of the DocSite software and source code, it shall be rebranded as the Blueprint Clinical Registry.

Deliverables: During the migration of DocSite from Covisint's hosting environment at Savvis to Rackspace®, the Contractor shall:

1. Provide technical expertise and consultation on how best to execute a successful migration of DocSite into a new hosting environment
2. Use input from Covisint to ensure successful setup in Rackspace.
3. Provide services required to stand up Test and Production environments for the Blueprint Clinical Registry that conform with the specifications provided by Covisint for the DocSite hosting environment, within three (3) business days of hardware availability within Rackspace®.
4. Acquire on behalf of the State and install specified third-party licenses required to run the DocSite system. Required third-party licenses include:
 - a. SQL Server Enterprise – 14 licenses
 - b. Telerik – 1 license
 - c. Active Reports Professional – 1 license
 - d. MediSpan – 1 license
 - e. Nevron Chart for .NET – 1 license
 - f. EVO PDF – 1 license
5. If direct State licensing is required, Contractor shall facilitate communications between the State and the third party software provider.
6. Provide specified access to the Blueprint Clinical Registry hosting environment to either Covisint or the Contractor's Subcontractor MDM Technologies, as the State may elect, to ensure the loading of DocSite onto the Test and Production servers within two (2) business days of full hosting environment availability (Deliverable 1 above).
7. Provide local server administrative privileges and direct remote access to the Blueprint registry environment to its Subcontractor MDM Technologies, and to Covisint if requested, as soon as the environments are available in Rackspace®.
8. Successfully complete the build of an operational instance of the DocSite software, including a load of all of the State's data from the Covisint full database extract current as of September 1, 2015, onto the Test servers.
9. Perform hosting environment troubleshooting and testing as needed to ensure a successful build and validation of an operational instance of DocSite software on the Test servers.

Task 7: Completion of Build for Operational Instance of DocSite

The Contractor, in consultation with the State and Covisint, shall ensure that Covisint's build of an instance of the DocSite software in the Test environment is completed in a manner that meets the following success criteria (referred to herein as the "Success Criteria"):

1. Manual entry users can successfully log in to the system, navigate the system, enter data, and add a new patient according to their workflows in the State's production instance of DocSite as of August 31, 2015. Manual entry users include:

- a. Support and Services at Home (SASH) program users
- b. Community Health Team (CHT) program users
- c. Tobacco Cessation Counselor (TCC) program users
- d. Self-Management Support Programs (SMSP) users

2. The full database can be successfully extracted.

The Contractor, through its Subcontractor MDM Technologies, shall complete the migration, installation, and configuration of an operational instance of the DocSite software in the Rackspace Test environment.

After this software is installed and configured, the Contractor, through its subcontractor MDM Technologies, shall perform a historical load of the State's data file (last production data extract received from Covisint with data current as of September 1, 2015).

Deliverables:

The Contractor shall:

1. Complete a successful build of the DocSite software, including a load of all of the State's data (from the final Covisint data extract current as of September 1, 2015), in the Rackspace Test environment.
2. Make named Contractor resources available to the State during the designated system testing period (5 business days after the effective date of the Covisint License), to address questions and resolve issues encountered during testing.
3. In consultation with the State's Blueprint Executive Director and/or designated Assistant Director, address identified issues encountered during testing with Covisint and provide backup evidence and documentation to support rejection of the operational instance and a request for remediation from Covisint, if applicable.

Task 8: DocSite Validation and Functional Testing and Transition Support

The Contractor, in consultation with the State, shall validate that the Success Criteria are met and verify that the system works as expected.

The Contractor shall take the lead role in coordinating functional testing (validation) of the operational instance of the DocSite software against the Success Criteria.

As part of this process, the Contractor shall solicit input on functional test plans from manual entry users of DocSite and recruit representatives from each group for functional testing, including Support and Services at Home (SASH), Community Health Team (CHT) staff, Self-Management Support Programs (SMSP), and Tobacco Cessation Counselors (TCC).

Based on input received, the Contractor shall write functional test plans for each manual entry user group, coordinate testing with representatives from each program, including the creation and delivery of new user credentials for this purpose, and track testing results, reporting issues to Covisint or Contractor resources. The Contractor shall also perform testing as needed, especially where Contractor expertise can be applied.

The Contractor, through its subcontractor MDM Technologies shall perform validation on the database extract functionality, and the Contractor shall work collaboratively with the Blueprint analytics vendor to verify both that the extracted data matches the data file that was loaded and that it is extracted in a usable format for analytics.

The results of manual entry program user testing and validation of the data extract shall determine whether or not the Test instance of DocSite meets the Success Criteria. The Contractor shall coordinate closely with the State to set timing for this testing, as the State must comply with five-day testing periods according to the Covisint License.

Approximately 21 days prior to a planned production launch of the system, a second round of functional testing as described above will be performed in the Production environment of the Blueprint Clinical Registry. The results of this testing will determine readiness for Go Live.

The Contractor shall coordinate with the State to provide transition support for the Blueprint Clinical Registry to users during the migration process, which includes recommendations for a communication plan, the delivery of new user credentials, and the creation of training materials for new login processes and changes to the system.

Deliverables: During the State's testing period for the operational instance of the DocSite software, the Contractor shall:

1. Take the lead role in coordinating functional testing (validation) of the operational instance of the DocSite software against the Success Criteria
2. Solicit input on functional test plans from manual entry users of DocSite and recruit representatives from these groups for functional testing at least one month prior to the designated testing period (currently scheduled for November 19 through November 25, 2015)
3. Develop functional test plans for each manual entry user group drafted at least two weeks prior to the testing period
4. Deliverable AII-3A Test Plan See Appendix II
5. Schedule testing with representatives from each program or practice during the allotted five-day testing period
6. Perform functional testing as needed and based on expertise during testing period
7. Track testing results and report issues to Covisint and Contractor resources, as appropriate, for troubleshooting and resolution during testing period
8. Perform validation on the database extract functionality and verify both that the extracted data matches the data file that was loaded and that it is extracted in a usable format for analytics within the designated testing period
9. At least three weeks prior to the State's planned Go Live date, coordinate a second round of functionality testing in the Production environment
10. Provide transition support to end-users in the two weeks prior to Go Live, including recommendations for a communication plan, the delivery of new user credentials, and the creation of training materials for new login processes and changes to the system

Task 9: Message Processing Investigation

The Contractor shall investigate the current functions of Covisint's interface engine, Connect, through delivered documentation and shall determine the timeline for replacing Connect with VITL's current Rhapsody interface engine.

The Contractor shall identify and ensure delivery of all software components, including any third-party software components, required to establish the Rhapsody interface engine and the Reporting Objects (RO) jobs for configuration and testing purposes.

Using the Connect software documentation received previously from Covisint and based on an evaluation of the DocSite source code, the Contractor shall, through its Subcontractors VITL and MDM, develop the specifications to use VITL's Rhapsody system as a replacement interface engine.

Using previously delivered Covisint documentation, the Contractor shall ensure proper software configuration of the DocSite RO jobs and investigate how messages from existing practice electronic health record (EHR) interfaces, including those flowing into the VHIE and those captured via flat files, will be processed by the Rhapsody interface engine.

Testing and troubleshooting of data feeds into the Test instance of DocSite shall include verification of the organization hierarchy within the registry, processing of messages, and message validation at the field level.

Deliverables: During the investigation of message processing functions, the Contractor shall:

1. Based on the technical and functional evaluation of Connect, provide the specifications and requirements to VITL for replacing Connect with VITL's current Rhapsody interface engine, and work collaboratively with VITL to determine the timeline for this project
2. In consultation with the State, identify and ensure delivery of all software components, including any third-party software components, required to establish the Rhapsody interface engine and the Reporting Objects (RO) jobs for configuration and testing purposes.
3. Take the lead role in coordinating the replacement of Covisint's Connect interface engine with VITL's Rhapsody system and develop specifications for message processing.
4. Using the Connect software documentation received previously from Covisint and based on an evaluation of the DocSite source code, develop the specifications to use VITL's Rhapsody system as a replacement interface engine.
5. Using previously delivered Covisint documentation, investigate how messages from existing practice electronic health record (EHR) interfaces, including those flowing into the VHIE and those captured via flat files, will be processed by the Rhapsody interface engine. Verify that data passed through Rhapsody files correctly into the discrete database fields of the State's Test instance of the DocSite software.
6. Support interface testing in a Test instance of DocSite to ensure successful filing of messages, including verification of the organization hierarchy within the registry, processing of messages, and message validation at the field level
7. Deliverable AII-3B – Documented System Results – See Appendix II

Task 10: Reporting Configuration and Validation for Operational Instance of DocSite

The Contractor shall identify and ensure delivery of all software components, including any third-party software components, required to establish the Reporting Objects (RO) jobs for configuration and testing purposes.

Using previously delivered Covisint documentation, the Contractor shall ensure proper software configuration of the DocSite RO jobs for generating reports.

The Contractor shall also recruit representatives from each group for testing of program-specific reporting functionality, including Support and Services at Home (SASH), Community Health Team (CHT) staff, Self-Management Support Programs (SMSP), Tobacco Cessation Counselors (TCC), and staff from practices who use the system for reporting activities.

Based on input received, the Contractor shall write reporting test plans for each manual entry user group, coordinate testing with representatives from each program, including the creation and delivery of new user credentials for this purpose, and track testing results, reporting issues to relevant parties for resolution. The Contractor shall also perform testing of reports as needed, especially where Contractor expertise can be applied.

Deliverables: During the configuration and validation of reporting functions, the Contractor shall:

1. In consultation with the State, identify and ensure delivery of all software components, including any third-party software components, required to establish the Reporting Objects (RO) jobs for configuration and testing purposes.
2. Properly configure all software required to verify reporting services within two weeks of receiving all components from Covisint.
3. Take the lead role in coordinating reporting services testing (validation) of the operational instance of the DocSite software.
4. Solicit input on reporting test plans from manual entry users of DocSite and recruit representatives from these groups for reports testing at least one month prior to the designated testing period
5. Develop reporting test plans for each manual entry user group drafted at least two weeks prior to the testing period
6. Schedule Reports testing with representatives from each program or practice during the testing period designated by the State
7. Perform reports testing as needed and based on expertise during testing period
8. Deliverable AII-3B – Documented System Results – See Appendix II

Task 11: Initial and Ongoing Security Assessments, Penetration Tests, and Remediation

The Contractor shall conduct initial and ongoing application and network penetration tests and vulnerability scans on the State's instance of the DocSite software in the Production environment using a well-developed matrix of existing threats, vulnerabilities, and real-world recommendations to identify any potential security weaknesses that would prevent the system from going Live. Similar tests will then be conducted quarterly post-production launch.

The initial and ongoing application and network penetration tests should assess the following elements of network information security:

- User authentication protocols and policy
- Firewall configuration, updating, and use

- Server configuration, updating, and use
- Operating system and service vulnerabilities
- Network architecture vulnerabilities
- Network reconnaissance efficacy
- Sensitive data protection
- Intrusion detection and response

Upon completion of the testing, the Contractor will contact the AHS Security Director via email to provide notification of availability of results. As applicable, notification will be provided to the State within 30 days of the application penetration test being conducted. The log file shall contain a complete log of penetration testing activities performed. The report shall contain detail on:

- Findings regarding network security posture as assessed by the security Subcontractor on the basis of the conducted penetration test
- Network reconnaissance results
- List of cyber-security standard or best-practice documentation associated with any recommended security control
- List of existing vulnerabilities associated with Blueprint Clinical Registry network elements and services
- Results of any attempted attacks based on identified vulnerabilities
- Vulnerable Blueprint Clinical Registry data and systems
- Any successful penetration vectors
- Outlined and prioritized actionable recommendations for mitigating current information security risks to the Blueprint Clinical Registry
- Artifacts and evidence by which Contractor came to its conclusions

The Contractor and the AHS Security Director will then agree upon a secure delivery mode for the report and discuss the outcomes and recommendations of each scan together.

The Contractor will remediate any deficiencies or threats known, discovered, or reported, and create controls for associated policies and procedures. The Contractor will make available the results of the application audits, penetration tests, vulnerability assessments, and the completed remediation or mitigation steps to the State.

The contract shall update and/or develop all security documentation as required by the State including but not limited to application security plan, control assessments, risk assessment, and disaster recovery plan.

Deliverables: During the initial and ongoing security assessments and penetration tests of the Blueprint Clinical Registry, the Contractor shall:

1. Conduct initial application and network penetration testing and vulnerability scans of the Blueprint Clinical Registry in the pre-Production environment including threat modeling, review and reconnaissance and test development.

- Contractor will also provide a copy of the DocSite source code to the Vermont Department of Information and Innovation (VT DII) upon VT DII's request.
2. Conduct quarterly vulnerability scans of the Blueprint Clinical Registry in Production.
 3. Produce a log file and detailed final report from penetration test and provide email notification to the AHS Security Director of the findings of the report within 30 days of conducting the test.
Work with the AHS Security Director to identify a method to review the findings of the report and to discuss the outcomes and recommendations of the scan.
 4. Remediate any known deficiencies or threats identified in the report and make available the remediation or mitigation steps taken to the State.
 5. Update and or develop application security plan, control assessments, risk assessment, and disaster recovery plan, web penetration test report and vulnerability assessment test report.
 6. Deliverable AII-1B – System Architecture – See Appendix II.

Task 12: Verification of Source Code Delivery from Covisint

Contingent on validation of the operational instance of the DocSite software according to the Success Criteria, the State shall purchase a license for perpetual use of the software and source code for DocSite from Covisint. Upon payment to Covisint, the State shall direct Covisint to deliver all source code and associated components required to operate DocSite to the Contractor.

The Contractor shall accept delivery of the DocSite source code and related components from Covisint. The Contractor shall then verify within 10 days of receipt that the licensed software conforms to the documentation provided by Covisint, that the media on which it is provided is free of material damage and defects, and that the delivered software does not contain any routine or element that could be considered malware.

The Contractor shall then use the delivered source code to rebuild DocSite in the State's Production environment, installing and configuring the system according to instructions provided by Covisint within 30 days of delivery.

The Contractor, in consultation with the State, shall determine whether DocSite can be rebuilt as the Blueprint Clinical Registry in a manner that allows continued operation at the functional level of the State's production instance of DocSite in place as of August 31, 2015), including, but not limited to:

- Full current state manual data entry and reporting functionality available to end users
- Preparedness to file data from existing interfaces (both from the VHIE and via flat file) once a new interface engine (presumably VITL's Rhapsody) is implemented
- Readiness for onboarding of new interfaces (both from the VHIE and via flat file)
- Operational scripts for extracting full database to a usable format for analytics

If any missing elements or components of the DocSite source code are encountered, the Contractor shall immediately notify Covisint and the State of the exact items not included in

the source code delivery. The Covisint warranty period of the source code delivery expires 90 days after the Covisint License effective date.

The Contractor shall not go-live in the Production environment without the express written direction of the State.

Deliverables:

1. Accept delivery of DocSite source code, contingent on the State's purchase of a perpetual license pursuant to the Covisint License.
2. Verify that the licensed software conforms to the documentation provided by Covisint, that the media on which it is provided is free of material damage and defects, and that the delivered software does not contain any routine or element that could be considered malware within 10 days of receipt. Report any anomalies to the State immediately upon encountering them.
3. Use the delivered source code to verify that DocSite can be rebuilt using materials supplied from the State's source code repository (delivered by Covisint) within 30 days of delivery. A rebuild from source code shall allow for:
 - a. Full current state manual data entry and reporting functionality available to end users
 - b. Functionality to file data from existing interfaces (both from the VHIE and via flat file) once a new interface engine is implemented as set forth above
 - c. Functionality to onboard new interfaces (both from the VHIE and via flat file) once a new interface engine is implemented as set forth above
 - d. Operational scripts for extracting full database to a usable format for analytics
4. Report any missing elements or components of the DocSite source code immediately to the State in order to verify completeness of the delivery from Covisint within the 90-day warranty period.

Post-Migration Activities for DocSite (Rebranded as the Blueprint Clinical Registry)

Task 13: Replace Covisint Connect Functions with Rhapsody

The Contractor shall provide the services required to replace the current functions of Covisint's interface engine, Connect, as possible, with VITL's current Rhapsody interface engine.

The Contractor shall develop and work from technical and functional specifications and requirements for the expected operation of Rhapsody with the Blueprint Clinical Registry. In consultation with the State, the Contractor shall determine the project timeline for integrating the Rhapsody interface engine with the Blueprint Clinical Registry.

As directed by the State and based on the mutually agreed upon project timeline, the Contractor shall provide the services required to accomplish this implementation, including assistance with troubleshooting and testing as needed to ensure a successful interface engine replacement for the Blueprint Clinical Registry.

Deliverables:

1. In consultation with the State, determine a project timeline for integrating the Rhapsody interface engine with the Blueprint Clinical Registry. Provide the timeline

- to the State within five (5) business days of the request.
2. Based on the development and review of technical and functional specifications for the expected operation of Rhapsody with the Blueprint Clinical Registry, provide the services required to replace the current functions of Covisint's interface engine, Connect, as possible, with the Rhapsody interface engine in accordance with the project timeline agreed to in deliverable 1 above.
 3. Assist with troubleshooting and testing as needed to ensure a successful interface engine replacement for the Blueprint Clinical Registry.

Task 14: Transition and Connect Production Data Feeds to Blueprint Clinical Registry

The Contractor shall perform the services required to test and connect the Production data feeds flowing into Covisint DocSite as of August 31, 2015 to the Blueprint Clinical Registry based on a mutually agreed upon project timeline as proposed by the State.

As of August 31, 2015, DocSite ingested data from two types of feeds:

- Interfaces sending data from the Vermont Health Information Exchange (VHIE)
- Flat files imported from an sFTP site

During the connection of production data feeds to the Blueprint Clinical Registry, the Contractor shall provide the services required to connect interfaces and support interface testing from the VHIE, including implementing Rhapsody as the interface engine for the Blueprint Clinical Registry and testing messages sent from the VHIE (through its Subcontractor, VITL) to the Test instance of the Blueprint Clinical Registry to ensure successful filing of messages by the Blueprint Clinical Registry.

Through its Subcontractor VITL, the Contractor will hold all messages sent to the VHIE in Rhapsody for all established trading partners starting August 31, 2015 until such time as the Blueprint Clinical Registry can ingest these messages into the Production system. After the Production system is tested and the interfaces are pointed to the Blueprint Clinical Registry, the backload of messages will be processed.

The Contractor shall also establish a sFTP site to support the importing of flat files to the Blueprint Clinical Registry. The Contractor shall participate in the testing and troubleshooting of this site to ensure that the Blueprint Clinical Registry imports data successfully from the flat files.

After the Rhapsody interface engine is implemented for the Blueprint Clinical Registry (Task 13), the Contractor and its Subcontractors shall test and then connect Production data feeds to the Blueprint Clinical Registry based on a mutually agreed upon project timeline as proposed by the State.

Connection, testing, and troubleshooting of data feeds into the Blueprint Clinical Registry shall include verification of the organization hierarchy within the registry, processing of messages, and message validation at the field level.

Deliverables: During the migration process and the connection of Production data feeds to the Blueprint registry, the Contractor shall:

1. Deliverable AII-4A – Deployment Plan – See Appendix II
2. Implement Rhapsody as the interface engine for the Blueprint Clinical Registry
3. Establish sFTP services for processing flat files, connect the flat file interfaces to the Blueprint Clinical Registry, and provide the services required to assist with testing and troubleshooting
4. After the Rhapsody interface engine is implemented for the Blueprint Clinical Registry, ensure the successful testing, troubleshooting, and connection of Production data feeds from the VHIE into the Blueprint Clinical Registry, including verification of the organization hierarchy within the registry, processing of messages, and message validation at the field level, based on a mutually agreed upon project timeline as proposed by the State
5. Deliverable AII-1A–Interface Design Document See Appendix II
6. Ensure Production data feeds via a sFTP site in support of flat file interfaces are successfully tested and connected to the Blueprint Clinical Registry on a mutually agreed upon project timeline as proposed by the State
7. After the successful completion of deliverables 4 and 5 above, begin processing all messages held in Rhapsody as requested by the State starting August 31, 2015, for all established trading partners.
8. Deliverable AII-2 – System Maintenance and Support - See Appendix II.

Task 15: Ongoing Hosting of Blueprint Clinical Registry

The Contractor will provide hosting support for the following applications:

- The State’s operational instance of the DocSite software (loaded by Covisint for validation testing)
- The Test environment (rebranded as the Blueprint Clinical Registry upon purchase of a perpetual use license from Covisint)
- The Production environment the Blueprint Clinical Registry

The Contractor will host the State’s DocSite system within the continental United States of America using Rackspace® as the hosting environment. At no time shall the system or data be accessed by personnel or systems outside the continental United States.

The hosting environment will be available for use at all times with the exception of planned service and maintenance, which must occur outside of normal business hours. For this service, the State defines normal business hours as 8 a.m. through 10 p.m. EST Monday through Friday. The Contract will notify the State in advance of any planned outages that are scheduled within these times.

If at any time during the contract period the Production hosting environment experiences downtime within normal business hours beyond the 99.0% threshold, the State will be reimbursed according to the Contractor's agreement with Rackspace®.

The Contractor shall deliver to the State a disaster recovery plan and Contractor assistance required by the State in the event of a disaster.

In the event of technical failure, such as a server going down, service shall be restored within 24 hours. In the event of a catastrophic event, the Contractor shall make every effort to restore service within 72 hours, assuming it is possible to do so. (For example, an extended East Coast power outage might prevent restoration from occurring within this timeframe.)

The Contractor working with its subcontractor, VITL, will review patches and updates provided by the manufacturers of the software systems on the server used to fulfill the obligations of this contract to identify and implement patches and updates that should be applied to the server. This review will be done weekly at a minimum. Critical security patches and updates will be applied according to VITLs patching procedures.

Deliverables:

1. The Contractor shall host the Test and Production environments of the Blueprint Clinical registry through a third-party hosting provider.
2. The Contractor shall use best efforts to provide 120-day advanced written notice to the State of any changes to the hosting provider or location.
3. The Contractor shall provide copies of the Blueprint Clinical Registry security plans, risk assessments, operational guides, disaster recovery plans, policies and procedures pertaining to system operation and maintenance, due within 30 calendar days of request by the State.
4. The Contractor will maintain 99.0% yearly uptime for the Production (Live) environment within normal business hours for the application (8 a.m. through 10 p.m. EST) once the system has been deployed into the Production Environment.
5. The Contractor shall review patches and updates provided by the manufacturers of the third-party software in the Test and Production environments. This review will be done weekly at a minimum. Critical security patches and updates will always be immediately applied.

In addition to the tasks and ongoing server maintenance listed above, the Contractor agrees to the following:

Data

1. Data and derived data products (including aggregated, "de-identified", or "randomized" data) manipulated, or directly purchased as part of a SOW shall become the exclusive property of the State. The State is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate State statutes and regulations.
2. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the terms of agreement or the license.

3. Each party shall report any Breach of the DocSite system or environment of Unsecured PHI to the other party, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. The report shall identify: (i) the nature of the security breach, (ii) the State Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what VITL and/or its Sub-contractors have done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action VITL and/or its Sub-Contractors have taken or shall take to prevent future similar unauthorized use or disclosure. VITL shall provide such other information, including a written report, as reasonably requested by Contractor or the State.
4. VITL agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information (PII), including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes or other event requiring notification. In the event of a breach of any of VITL's or its Sub-Contractors security obligations or other event requiring notification under applicable law ("Notification Event"), VITL agrees to assume responsibility for informing all such individuals in accordance with applicable law.
5. In the event of a major incident, the application may lose no more than the last 24 hours of production data. (Recovery Point Objective).

Encryption

VITL will address encryption requirements as follows:

1. All personally identifiable information (PII) data must be encrypted and must not impact program functionality, to include data at rest and data in motion, particularly when the State is not in physical control of the data.
2. Additional program data, as determined by the data owner, may be encrypted.
3. Data encryption methods may encompass cell-level, table-level, database-level, or file-level encryption, as long as objectives 1 and 2 are met. Additionally, all applications, Application Programming Interfaces (API), and services must be able to consume the data successfully using the selected method of encryption.
4. Encryption must use cryptographic key hierarchy conventions or its equivalent.
5. For encryption level, no encryption and simple encryption are unacceptable. Advanced Encryption Standard (AES) with keys of at least 128 bit blocks shall be used whenever it is feasible to do so.

Backups

1. VITL will provide the ability to perform archival (full backup)/incremental (changed or new since last backup) backups and the ability to perform open/closed database backups.
2. Full weekly backups and daily differential backups must be taken.
3. Database backup files must not be stored on the same subsystem as the primary database files. Separate storage is necessary.
4. A virtual machine snapshot will be taken periodically and following any major change to the production environment.

State Ownership of Data and Portability Following Contract Termination

The State's information, or any derivatives thereof held by the Contractor or its agents (the "State Data," which shall also be known and treated by Contractor as Confidential Information) shall be and remain the sole and exclusive property of the State. The State shall be entitled to an export of State Data, without charge, upon the request of the State and upon termination of this Agreement. Following the termination of this Contract, the State will retain ownership of all database information, including specific client-level data and aggregate data sets.

The Contractor agrees to deliver all data to the State in a format acceptable to the State upon the State's request, and the Contractor will possess no lien or other such rights to the data. Data transfer, storage, and retrieval procedures must protect the original data from alteration. The data shall be delivered in a standard, agreed-upon format by the Contractor for the full range of customer data and will be transmitted to the State through secure means.

The State will have up to six (6) months of full access to State data (client-level data and aggregate data sets) to obtain downloads of all data to a container within the Vermont Agency of Human Services system or another hosted solution before the Contractor can destroy client-level data and aggregate data sets. Once the State has acknowledged in writing to the Contractor's legally appointed representative that all data have been downloaded, the Contractor will destroy all State data and supply the State with a certified affidavit that all data, including backups, have been destroyed in accordance with privacy and security standards.

In the event that the Contractor goes out of business before the end of this agreement, the Contractor agrees to deliver all data to the State upon the State's request, and the Contractor will possess no lien or other such rights to the data. Data transfer, storage, and retrieval procedures must protect the original data from alteration. The data shall be delivered in a standard, agreed-upon format by the Contractor for the full range of customer data and will be transmitted to the State through secure means. The Contractor will ensure that data is not available to any other entities but the State.

Required Project Policies, Guidelines and Methodologies

The Contractor shall maintain and will provide the State with the Subcontractor's current Security Plan which will include results of the most recent risk assessments, the incident/response plan, and the Plan of Action and Milestone (POAM) report. The Subrecipient will implement a plan for compliance with relevant National Institute of Standards and Technology (NIST) guidelines and 45 CFR 95.621. VITL and its Sub-contractors will be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of VITL and its Sub-contractors to insure adherence to and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution. Agency-specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA), may apply.

Hosted System Requirements

In addition to the audit provisions set forth in Attachment C and Attachment D, the State will have the right to review the Contractor's information security program from time to time during the term of this Agreement. During the performance of the services, on an ongoing basis from time to time and without notice, the State, at its own expense, will be entitled to perform, or to have performed, an on-site audit of the Contractor's information security program. In lieu of an on-site audit, upon request by the State, the Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the State regarding the Contractor's information security program.

The Contractor will implement any reasonably required safeguards as identified by the State or information security program audits based on industry standards for such safeguards.

If the State determines it is needed, the Contractor will sign a confidentiality agreement.

The State reserves the right to periodically audit the Contractor application infrastructure to ensure physical and network infrastructure meets the configuration and security standards and is in adherence to relevant State policies governing the system.

Non-intrusive network audits (basic port scans, etc.) may be done randomly, without prior notice. More intrusive network and physical audits may be conducted on or off site with 24 hours' notice as coordinated with Contractor and as long as there is no impact on Contractor's other customers in the multi-tenant environment.

Security events will be reported to the State. Security-related events include, but are not limited to:

- Evidence of unauthorized access to privileged accounts
- Evidence of unauthorized access to data

All security-related events on critical or sensitive systems must be logged and audit trails saved for one year.

The Contractor will have a third party perform methodology-based (such as Open Source Security Testing Methodology (OSSTM)) penetration testing quarterly and provide results of that testing to the State within 15 business days along with a remediation plan to address the issues.

Hosted systems will issue passwords using one of the following methods:

1. Require administration to give password over the phone after identifying the individual.
2. Set a temporary password and have User change it after.

The Contractor shall adhere to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.

All host systems shall be onshore, in the continental United States, and under no circumstances shall the Contractor house or transmit the State's data offshore or outside the contiguous continental United States.

Details of Blueprint Clinical Registry Maintenance and Operation activities to be performed by the Contractor are provided in Appendix II.

Task 16: Technical Support of Blueprint Clinical Registry

On behalf of the State, the Contractor, through its Subcontractor MDM Technologies, shall administer, update, optimize, maintain, and support the Blueprint registry database and application source code.

The Contractor shall provide expert-level technical guidance and support for the Blueprint Clinical Registry, including:

- Maintenance and enhancement of source code, including database optimization
- Onboarding of interfaces or flat files for new organizations
- Interface engine consultation and integration

Deliverables: The Contractor shall:

1. Implement enhancements to the source code or data dictionary for the Blueprint Clinical Registry based on end-user requests and requirements and as directed and approved by the Blueprint Executive Director and/or designated Assistant Director(s) in writing.
2. Deliverable AII-2 – System Maintenance and Support - See Appendix II.
3. Deliverable AII-5B – Operations and System Administration Procedures Manual – See Appendix II.
4. In support of Onboarding Sprints (Task 3), perform technical tasks related to onboarding data from new organizations into the Blueprint Clinical Registry, including:
 - a. Set up of new organization hierarchy
 - b. Processing of messages
 - c. Message validation at the field level
5. Submit a monthly status report related to these projects, including:
 - a. Enhancement requests, grouped by pending approval, approved, and denied
 - b. Deployments, including minor defect fixes through major upgrades for new functionality or reporting
 - c. Onboarding Sprint work performed, including status of each site, sites set up and brought Live, and those in the pipeline with estimated completion dates and dependencies
 - d. Time spent on each project, including meetings attended, etc.
6. Create and maintain System documentation as outlined in Appendix II.
7. Deliverable AII-1A–Interface Design Document See Appendix II

Blueprint Clinical Registry End-User Training and Support

Details of Blueprint Clinical Registry Help Desk Support to be performed by the Contractor are provided in Appendix II.

Task 17: Blueprint Registry User Support

The Contractor shall provide support via an established Help Desk for Blueprint Clinical Registry users including:

- Blueprint practices
- Community health team (CHT) members
- Self-management support program (SMSP) leaders and coordinators
- Tobacco cessation counselors (TCC)

The Contractor shall develop and implement an issue tracking system to triage and prioritize user-reported issues. The Contractor shall organize the issues into a reporting format for weekly meetings with the Blueprint Clinical Registry management team. Urgent issues (such as “system down”) shall be reported immediately to Tier 2 Support and the State or its designee(s).

The Contractor shall assign a resource to server at Tier 1 Help Desk Support. The support resource shall perform, at a minimum, the following tasks:

- Provide general support to Blueprint Clinical Registry users via tracking system, email, telephone, and troubleshooting
- Perform new user account setup and permissioning, as well as communicating credentials and instructions for accessing the system to new users
- Provide support to Blueprint program users, including CHT, Tobacco, and self-management workshops including support for their data entry
- Communicate reported user issues to the Blueprint Clinical Registry management team during weekly meetings, for non-critical issues, and immediately via email for critical issues, such as “system down”

Deliverables:

1. Assign at least 1 support resource to the State who shall meet general support needs of the Blueprint Clinical Registry users
2. Develop and implement an issue tracking system for triaging and prioritizing user-reported Blueprint Clinical Registry issues
3. Report critical issues to the State or its designee(s) immediately
4. Meet weekly and upon request with the Blueprint Clinical Registry management team to review the list of user-reported issues and discuss possible paths to resolution
5. Submit quarterly program reports to include high-level support issues from the previous quarter and any issues requiring attention or action from the Blueprint Executive Director and/or Assistant Director

11.

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The Contractor shall submit invoices with a current date of submission, invoice number, and contract number on or by the 15th of each month for the prior month's expenses. The Contractor shall invoice the State monthly for staff time, travel, and operating expenses for work associated with Tasks 1 through 17 specified in Attachment A. Invoices shall include the line item amount or the actual expenses incurred for each Task, hours worked, names of employees and a brief description of services performed, depending on the payment provisions, and the total amount billed.
2. Monthly invoices shall be accompanied by a completed financial reporting form (Appendix I: Required Forms). All reports and invoices related to this contract should be submitted in electronic format to:

Natalie Elvidge
Natalie.Elvidge@vermont.gov

Tim Tremblay
timothy.tremblay@vermont.gov

3. The Contractor shall be reimbursed based on a combination of defined monthly, hourly, or project-based amounts for each Task (budget line item), milestone payments, and actual expenses incurred, as further set forth in this Attachment B, dependent on acceptance by the State of monthly progress reports and deliverables as completed. Payment for activities under each Task will only be issued after all monthly progress reports are received and accepted by the State.
4. All payments to the Contractor shall be based upon the State's acceptance of the deliverables outlined in Attachment A.
5. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables outlined in Attachment A. Any deliverables deemed unacceptable by the State will be rejected and subject to revision by the Contractor based upon a mutually agreed remediation plan.
6. The estimated travel budget is set at a total not to exceed \$18,000 for the entire contract term. The State will be billed for the reasonable and necessary out of pocket expenses of the Contractor in accordance with Bulletin 3.

7. Reasonable expenses for State approved travel shall not exceed the State approved mileage and per diem rates at the time at which the expense occurred. The Contractor is responsible for submitting invoices in compliance with the current per diem and mileage rates, which change periodically. Currently these rates are as follows:
http://humanresources.vermont.gov/salary/compensation/expense_reimbursement
8. The Contractor will not be reimbursed for other expenses, including supplies, benefits, or insurance, with the exception of cyber liability insurance and related technology professional liability insurance. Upon providing proof of payment and certifications of insurance, the Contractor may invoice the State up to \$28,577 for actual costs incurred to secure required cyber liability insurance and related technology professional liability insurance.
9. Payments and/or reimbursement for meals, lodging, airfare, training/registration and other expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form (Appendix I: Required Forms).
10. The total maximum amount payable under this contract shall not exceed \$1,298,851.73 for payments from the period of July 1, 2015 through June 30, 2016. Work performed between July 1, 2015 and June 30, 2016 that is in conformity with Attachment A may be billed under this agreement.
11. The State shall pay the Contractor at the following rates:

Task 1: Program Management

Task 1a: The Contractor may invoice the State \$10,000 per month up to a maximum of \$120,000 during the contract term for Data Quality Program Management activities performed by Hans Kastensmith.

Task 1b: In addition to the monthly payments, the Contractor may invoice the State for milestone payments. Eligibility for milestone payments is contingent upon the following:

- Instance of DocSite validated as operational based on the Success Criteria: *One-time payment of \$2,500.00*
- Independent Review findings (if any) remediated/mitigated: *One-time payment of \$2,500.00*

Task 2: Project Management of Statewide Blueprint Data Quality Initiatives

Task 2a: The Contractor may invoice the State \$4,000 per month up to a maximum of \$48,000 during the contract term for project management of statewide Blueprint data quality initiatives, including Sprints and data optimization projects. These activities shall be performed by Katie McGee.

Task 2b: In addition to the monthly payments, the Contractor may invoice the State for milestone payments. Eligibility for the following milestone payments is contingent upon achieving a 5% increase in the proportion of patient-centered medical home (PCMH) patients

for whom the Blueprint analytics vendor can generate core Accountable Care Organization (ACO) measures from clinical data within the Blueprint Clinical Registry.

Since these ACO measures are generated in Blueprint HSA profiles every 6 months, milestone payments may be invoiced as follows:

- \$15,000 upon Blueprint Executive Director confirmation of 5% increase in patients of Blueprint practices for whom ACO measures requiring clinical data can be generated via *first set* of HSA profiles within the contract year
- \$15,000 upon Blueprint Executive Director confirmation of 5% increase in patients of Blueprint practices for whom ACO measures requiring clinical data can be generated via *second set* of HSA profiles within the contract year

Task 3: Project Management for Onboarding of New Blueprint Data Quality Initiatives

The Contractor may invoice the State \$5,000 per month up to a maximum of \$60,000 during the contract term for project management of onboarding new Blueprint data quality initiatives, including Sprints and data optimization projects. These activities shall be performed by Hans Kastensmith and/or by Katie McGee.

Task 4: Involvement in Projects Supporting Data Quality Work

The Contractor may invoice the State \$6,000 per month up to a maximum of \$72,000 during the contract term for active engagement in projects supporting data quality work. These activities shall be performed by Katie McGee.

Task 5: Program, Project and Vendor Management

Task 5a Project and Vendor Management

The Contractor may invoice the State \$8,194.44 per month to a maximum of \$73,750.00 for Project Management activities, including but not limited to, State required PM documentation deliverables during the contract term for management of the DocSite migration and implementation project, including management of the Contractor's vendors (subcontractors) for this work. Services for work performed under this Task may be billed retroactive to September 1, 2015.

Task 5b: Program Management

The Contractor may invoice the State \$7233.44 a month for Program Management activities up to a maximum of \$65,101.00 during the contract term for program management of the DocSite migration and implementation project, including management of the Contractor's vendors (subcontractors) for this work. Services for work performed under this Task may be billed retroactive to September 1, 2015.

Task 6: Hosting Setup Services and Support for the DocSite Migration Project

Task 6a: The Contractor may invoice the State up to a maximum of \$6,000 within the contract term for project management services provided by the Contractor through its subcontractor VITL for direct oversight of hardware setup and establishment of a Test and Production hosting environments for the Blueprint Clinical Registry at Rackspace® at a rate of \$125 per hour,

inclusive of travel and all other expenses. Services for work performed under this Task may be billed retroactive to June 1, 2015.

Task 6b: The Contractor may invoice the State up to a maximum of \$27,500 within the contract term for hardware setup services within Rackspace® for the Blueprint Clinical Registry provided by Contractor through its subcontractor VITL at a rate of \$125 per hour, inclusive of travel and all other expenses. Services for work performed under this Task may be billed retroactive to June 1, 2015.

Task 6c: The Contractor may invoice the State a one-time milestone payment of \$21,335 upon verification of the completion of the hosting environment build for the Blueprint Clinical Registry within Rackspace® by the Contractor through its subcontractor VITL, including provision of local server administrative privileges and direct remote access to the Contractor's Subcontractor MDM Technologies.

Task 6d: The Contractor may invoice the State the actual costs of one-time license fees upon proof of purchase and license for the following software required for successful operation of the Blueprint Clinical Registry up to the following amounts:

Type of Software	# of licenses	License \$	Total \$
SQL Server Enterprise	14	\$3,330.30	\$46,624.20
DocSite-specific third-party software, including: <ul style="list-style-type: none">• Telerik• Active Reports Professional• MediSpan• Nevron Chart for .NET• EVO PDF• Others as required	As required	Up to \$20,000.00 (actual costs)	\$20,000.00
Total			\$66,624.20

Task 7: Completion of Build for Operational Instance of DocSite

The Contractor may invoice the State up to a maximum of \$20,250 within the contract period for technical services required to complete the build of an operational instance of the DocSite software, defined by the Success Criteria, within the Rackspace® hosting environment at a rate of \$150 per hour.

Task 8: DocSite Validation and Functional Testing and Transition Support

The Contractor may invoice the State up to a maximum of \$9,000 for coordinating functional testing for the operational instance of DocSite and validating this system against the success criteria defined by the State in the Covisint License at a rate of \$150 per hour.

Task 9: Message Processing Investigation

Task 9a: The Contractor may invoice the State up to a maximum of \$20,250 within the contract period for technical services required to establish message processing functionality within the State's instance of the DocSite software at a rate of \$150 per hour.

Task 9b: The Contractor may invoice the State up to a maximum of \$3,000 for coordinating interface testing and validation for the operational instance of DocSite at a rate of \$150 per hour.

Task 10: Reporting Configuration and Validation for Operational Instance of DocSite

Task 10a: The Contractor may invoice the State up to a maximum of \$12,000 within the contract period for technical services required to establish reporting services functionality within the State's instance of the DocSite software at a rate of \$150 per hour.

Task 10b: The Contractor may invoice the State up to a maximum of \$3,000 for coordinating report testing for the operational instance of DocSite at a rate of \$150 per hour.

Task 11: Initial and Ongoing Security Assessments, Penetration Tests, and Remediation

Task 11a: The Contractor may invoice the State up to a maximum of \$93,930 to run initial application and network penetration testing and vulnerability scans against the State's pre-production instance of DocSite in VITL's Rackspace® hosting environment; updated and or develop application security plan, control assessments, risk assessment, and disaster recovery plan, at a rate of \$201.42 per hour.

Task 11b: In addition, the Contractor may invoice the State for milestone payments. Eligibility for milestone payments is contingent upon the following:

- Log file and final report from initial penetration test delivered to AHS Security Director: *One-time payment of \$5,000.00*
- High-risk penetration test findings and vulnerabilities remediated/mitigated: *One-time payment of \$5,000.00*

Task 11c: The Contractor may invoice the State up to a maximum of \$5,940 for quarterly penetration tests up to a maximum of \$5,940 during the contract term (to cover the costs of one (1) tests beyond the initial task (Task11a)).

Task 12: Verification of Source Code Delivery from Covisint

Task 12a: The Contractor may invoice the State at the rate of \$150 per hour up to a maximum of \$9,000 for technical services related to the verification, on behalf of the State, that the licensed software conforms to the documentation provided by Covisint, that the media on which it is provided is free of material damage and defects, and that the delivered software does not contain any routine or element that could be considered malware.

Task 12b: In addition, the Contractor may invoice the State for a milestone payment. Eligibility for the milestone payment is contingent upon the successful rebuild DocSite from source code in the Production environment prior to the expiration of Covisint's 90-day warranty period for the DocSite software: *one-time payment of \$15,000.*

Task 13: Replace Covisint Connect Functions with Rhapsody

The Contractor may invoice the State up to a maximum of \$ \$13,150 within the contract period for technical services required to replace Connect interface engine functions with VITL's Rhapsody interface engine for the State's instance of the DocSite software at a rate of \$125 per hour.

Task 14: Transition and Connect Production Data Feeds to Blueprint Clinical Registry

The Contractor may invoice the State up to a maximum of \$ \$242,090 within the contract period for technical services required to transition and connect Production data feeds to the Blueprint Clinical Registry at a rate of \$150 per hour.

Task 15: Ongoing Hosting of Blueprint Clinical Registry

Task 15a: The Contractor may invoice the State for hosting costs incurred for the Test and Production environments. Hosting costs shall not exceed \$9,467.17 per month.

Task 15b: The Contractor may invoice the State up to \$1,200 per month for network assets allocated to the Blueprint Clinical Registry, including, but not limited to, firewall, intrusion detection, and network use.

Task 15c: The contractor may invoice the state for up to 120 hours for VITL hosting support at \$125.00 per hour, for a total not to exceed \$15,000.00.

Task 16: Technical Support of Blueprint Clinical Registry

The Contractor may invoice the State up to a maximum of \$58,950 during the contract term for technical support of the Blueprint Clinical Registry, including maintenance and operations, enhancement requests, and database optimization, for the Test and Production environments, at a rate of \$150 per hour.

Task 17: Blueprint Registry User Support

The Contractor may invoice the State up to a maximum of \$28,000 during the contract term for the establishment of Help Desk and provision of Tier 1-3 level support for the Blueprint Clinical Registry. There is a set-up fee of \$8,000 to establish the help desk and ticketing system. The monthly rate will be \$3,333.00 for staff support.

Up to 10 % of the total maximum amount payable under this contract may be reallocated among these tasks and budget categories upon written authorization from the Blueprint Executive Director.

Budget

Contract Period Beginning July 1, 2015 ending June 30, 2016

Budget Summary			
Task	Description	Unit Amount	Total Amount Budgeted (Up To Amount)
Task 1a	Data Quality Program Management	\$10,000 per month (for 12 months)	\$120,000.00
Task 1b	Milestone payments for DocSite success criteria validation and remediation of Independent Review findings (if any)	Two payments of \$2,500 each (based on eligibility)	\$5,000.00
Task 2a	Project Management of Statewide Blueprint Data Quality Initiatives	\$4,000 per month (for 12 months)	\$48,000.00
Task 2b	Milestone payments for Data Quality Initiatives	\$15,000 twice per year (based on eligibility)	\$30,000.00
Task 3	Project Management for Onboarding New Blueprint Data Quality Initiatives	\$5,000 per month (for 12 months)	\$60,000.00
Task 4	Involvement in Projects Supporting Data Quality Work	\$6,000 per month (for 12 months)	\$72,000.00
Task 5a	DocSite Migration and Operations Project and Vendor Management	\$8,194.44 per month (for 9 months)	\$73,750.00
Task 5b	Blueprint Clinical Registry Program Management of Operations and Vendor Management	\$7,233.44 per month (for 9 months)	\$65,101.00
Task 6a	VITL project management services for hosting environment setup	\$125 per hour	\$6,000.00

Budget Summary			
Task	Description	Unit Amount	Total Amount Budgeted (Up To Amount)
Task 6b	VITL hardware setup and support services for Rackspace® hosting environment	\$125 per hour	\$27,500.00
Task 6c	Milestone payment for verification of complete hosting environment build for Blueprint Clinical Registry	One payment of \$21,335 (based on eligibility)	\$21,335.00
Task 6d	Software licenses to operate Blueprint Clinical Registry	Up to \$66,624.20, based on documented, actual costs	\$66,624.20
Task 7	Build for Operational Instance of DocSite	\$150 per hour	\$20,250.00
Task 8	DocSite Validation and Functional Testing and Transition Support	\$150 per hour	\$9,000.00
Task 9a	Establish Message Processing Functionality for DocSite Software	\$150 per hour	\$20,250.00
Task 9b	Interface Testing and Validation	\$150 per hour	\$3,000.00
Task 10a	Establish Reporting Services for DocSite Software	\$150 per hour	\$12,000.00
Task 10b	Reporting Testing and Validation	\$150 per hour	\$3,000.00
Task 11a	Initial application and network penetration testing and vulnerability scan for Blueprint Clinical Registry	\$201.42 per hour	\$93,930.00
Task 11b	Milestone payments for security documentation and remediation of findings (if any)	Two payments of \$5,000 each (based on eligibility)	\$10,000.00
Task 11c	Quarterly penetration tests (up to 1)	\$5,940 per test (up to 1)	\$5,940.00

Budget Summary			
Task	Description	Unit Amount	Total Amount Budgeted (Up To Amount)
Task 12a	Verification of source code delivery from Covisint	\$150 per hour	\$9,000.00
Task 12b	Milestone payment for rebuild of DocSite from source code in State's hosting environment (at VITL's Rackspace®) prior to expiration of Covisint's software warranty period	One payment of \$15,000 (based on eligibility)	\$15,000.00
Task 13	Replace Covisint Connection Functions with Rhapsody	\$125 per hour	\$13,150.00
Task 14	Transition and Connect Production Data Feeds to Blueprint Clinical Registry	\$150 per hour	\$242,090.00
Task 15a	Actual hosting costs for Blueprint Clinical Registry	Up to \$9467.17 per month (for 9 months)	\$85,204.53
Task 15b	Network Assets Allocated to Blueprint Clinical Registry	\$1,200 per month (for 11 months)	\$13,200.00
Task 15c	VITL Hosting Support (Ongoing)	\$125.00	\$15,000.00
Task 16	Technical Support of Blueprint Clinical Registry	\$150 per hour	\$58,950.00
Task 17	Blueprint Registry User Support	One-time \$8,000 for set up and then monthly cost of \$3,333.00 for support (for 6 months).	\$28,000.00
N/A	Cyber Liability and Related Professional Liability Insurance	Documented, actual costs	\$28,577.00

Budget Summary			
Task	Description	Unit Amount	Total Amount Budgeted (Up To Amount)
N/A	Expenses and Travel	State of Vermont approved mileage and per-diem rates, and reasonable and necessary out-of-pocket expenses	\$18,000.00
Total Contract Budget			\$1,298,851.73

**ATTACHMENT C:
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the

interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

8. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$4,000,000** aggregate.

Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The

Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015_rev)

ATTACHMENT G:

OTHER PROVISIONS

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to all Contractor Intellectual Property that Contractor delivers to the State in accordance with Attachment A of this Contract. “Contractor Intellectual Property” means any intellectual property, tangible or intangible, that is owned by Contractor and contained in or necessary for the use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the Deliverables, the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property; User Name. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or

processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from

a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

2.2 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. In addition to the provisions of this Section, the Party shall execute the HIPAA Business Associate Agreement attached as Attachment E. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all information received and collected by Contractor in connection with this Contract ("State Data"). The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

2.3 Security of State Information. The Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry

standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

2.4 Back-Up Policies: The Contractor's back-up policies have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

2.5 Security Breaches; Security Breach Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual or suspected security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (including, as applicable, PII, PHI or ePHI) in any format or media, whether encrypted or unencrypted (for example, but not limited to: physical trespass on a secure facility; intrusion or hacking or other brute force attack on any State environment; loss or theft of a PC, laptop, desktop, tablet, smartphone, removable data storage device or other portable device; loss or theft of printed materials; or failure of security policies) (collectively, a "Security Breach"), the Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall analyze and document the incident and provide the required notices, as set forth below.

The Contractor acknowledges that in the performance of its obligations under this Contract, it will be a "data collector" pursuant to Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)) and that, in accordance with 9 V.S.A. § 2435(b)(2), Contractor shall immediately notify appropriate State personnel of such Security Breach.

The Contractor's report shall identify: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect

of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations ("Notification Event"), the Contractor agrees to fully cooperate with the State, assume responsibility for such notice if the State determines it to be appropriate under the circumstances of any particular Security Breach, and assume all costs associated with a Security Breach and Notification Event, including but not limited to, notice, outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management), and/or credit monitoring, in the sole determination of the State.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

3 SUBCONTRACTORS

Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Work under an agreement with Contractor. Contractor has provided to the State a list of all subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers. Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Services under an agreement with Contractor or any subcontractor.

4 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in this Contract.

- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Contractor has no past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All deliverables will be free from material errors and shall perform in accordance with the specifications therefor.
- (ii) Each and all of the services shall be performed in a timely, diligent, professional and workpersonlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion, or the Contractor shall refund that portion of the fees attributable to each such deficiency.
- (iii) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all lines, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (iv) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

4.3 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance required.

5 INDEMNIFICATION

The Contractor acknowledges and agrees that the laws and the public policy of the State of Vermont prohibit the State from agreeing to indemnify contractors and other parties. The Contractor agrees that, to the extent a Contractor Document expressly provides for or implies indemnification of the Contractor and/or other third parties by the State, such sections shall be waived and shall have no force and effect with respect to the State.

Notwithstanding anything to the contrary set forth in Attachment C of this Contract, the Contractor shall have no obligation to indemnify the State, its officers or employees from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of the State, its officers, employees or agents.

6 PROFESSIONAL LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$2,000,000 per claim, \$4,000,000 aggregate; and (b) first party Breach Notification Coverage of not less than \$5,000,000.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

7 LIMITATION OF CONTRACTOR LIABILITY.

The Contractor shall not be liable for defects in or the accuracy, completeness, merchantable quality or fitness for any purpose of the DocSite source code as delivered by Covisint.

Further, Contractor shall not be liable to the State for any liability, damages, loss and/or cost or expense incurred in respect of any claim, damage, action, suit, or proceeding to the extent arising out of or related to the acts or omissions of Covisint.

8 SOVEREIGN IMMUNITY

The Contractor acknowledges that the State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Contract.

9 DISPUTE RESOLUTION

9.1 Governing Law; Jurisdiction. The Contractor agrees that this Contract shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. The State shall not be liable for attorneys' fees in any proceeding.

9.2 Contractor Default. The Contractor shall be in default under this Contract if Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided in this Contract, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) days after delivery of the State's notice period, or such longer period as the State may specify in such notice.

9.3 State Default. State shall be in default under this Contract if State commits any material breach or default of any covenant, warranty, or obligation under this Contract and State fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

9.4 Trial by Jury. The Contractor acknowledges and agrees that public policy prohibits the State from agreeing to arbitration and/or from waiving any right to a trial by jury. Therefore, Contractor further acknowledges and agrees that, to the extent a Contractor Document expressly provides for arbitration or waiver of the State's right to a jury trial of the Contractor and/or other third parties by the State, such sections shall be waived and shall have no force and effect with respect to the State.

9.5 Continuity of Performance. In the event of a dispute between the Contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute unless and until this Contract is terminated in accordance with its terms.

10 REMEDIES FOR DEFAULT

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

10.1 No Waiver of Remedies. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

10.2 Contractor Bankruptcy. Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

11 ACCESS TO STATE DATA

Within ten (10) business days of a request by State, and immediately upon termination, the Contractor will make available to State a complete and secure (i.e. encrypted and appropriately authenticated) download file of State Intellectual Property and State Data in a format acceptable to State including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format which are in the possession or under the control of the Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time. *Provided, however,* in the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating

to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Intellectual Property and State Data to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Data.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

12 STATE FACILITIES

12.1 During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) shall only use such space solely and exclusively for and in support of the Services; (ii) shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the State facilities; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted. State facilities will be made available to Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

13 CONFLICTS OF INTEREST

Contractor agrees that during the term of this Contract, its performance shall be solely in the best interest of the State. Contractor will not perform services for any person or entity which has also contracted with the State of Vermont in connection with the same project, without express written consent of the State. Contractor shall fully disclose, in writing, any such conflicts of interest, including the nature and extent of the work to be performed for any other person or entity so that the State may be fully informed prior to giving any consent. Contractor agrees that the failure to disclose any such conflicts shall be deemed an event of default under this Contract, and this Contract shall be terminable immediately.

14 MISCELLANEOUS

14.1 Taxes. Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.

14.2 Force Majeure. Neither the State nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control making it illegal or impossible to perform their obligations under this Contract, including without limitation, acts of God, acts of civil or military authority, fires, floods,

earthquakes or other natural disasters, war or riots. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Contract, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

- 14.3 Marketing.** Neither party to this Contract shall refer to the other party in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of such party prior to release.

Department of Vermont Health Access
Request for Approval to Subcontract

Date of Request: _____

Original Contractor/Grantee Name: _____	Contract/Grant #: _____
Address: _____	
Phone Number: _____	
Contact Person: _____	
Agreement #: _____	Signature: _____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of
Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? **YES** **NO**
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of
Subcontracted Services: \$ _____

Date Range for Subcontracted
Services: Start: _____ End: _____

DVHA Contact Person: _____	Signature: _____
Phone Number: _____	

Business Office Review

Comments: _____

Approval: _____ **Title:** _____ **Date:** _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont.

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

Appendix I: Required Forms

Travel and Expense Form															
Grant/Contract Name:			Invoice #:												
Starting Location Address:			Invoice Date:												
Grant/Contract Number:			Other Expenses (Receipts Required)												
Travel			Meal Expenses			Other Expenses (Receipts Required)									
Description			Per Diem In-State Rates (Vermont)			Per Diem Out-of-State			Receipts Required for Expenses in Categories Listed Below						
State rate effective 1/1/14-12/31/14: \$55/mile			B: \$5.00			B: \$6.25									
State rate effective beginning 1/1/15: \$75/mile			L: \$5.00			L: \$7.25									
			D: \$12.85			D: \$18.50									
Travel Start Date	Travel End Date	Description (name of meeting, reason for travel, etc.)	Starting Location	Destination	End Location	Miles	Amount	Breakfast	Lunch	Dinner	Lodging	Airfare	Training/Registration	Other	Total
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
							\$ -								\$ -
TOTALS							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Claimant's Signature _____ Date _____

Current State Reimbursement Rates: http://humanresources.vermont.gov/salary/compensation/expense_reimbursement
 Bulletin 14: http://asa.vermont.gov/cas/asa/files/mf/MFALBulletin_3_4.pdf

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CONTRACT # 29244
AMENDMENT # 1

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill.

Appendix II:

Details of Blueprint Clinical Registry Maintenance and Operation Activities

Service Level Requests and Performance

The Contractor shall monitor the performance of the System's applications and rapidly respond to, and address, performance issues across the entire System. The Contractor will capture Web page response times from the client end point down to the backend database calls.

All SLRs and performance metrics will be demonstrated during the Operational Readiness Testing.

Performance Requirements

Security and software updates will be regularly scheduled to insure the Systems remain secure, and compatible with the latest browsers that are supported by the System. Regular system updates will be communicated and scheduled in advance and will not be performed during peak usage times.

The Contractor will monitor the performance of both the storage and virtual infrastructures. The Contractor will provide monitoring to address performance issues.

Performance Monitoring and Management

The Contractor's Performance Monitoring and Management will include the methods for managing system resources such as servers, backup, archiving, databases and applications.

System Availability

The System shall be hosted in Tier 3 or higher data centers, and will be equipped with multipath burstable bandwidth from the hosting facilities.

The Contractor will identify software bottlenecks, excessive calls to the database, and system responses falling outside acceptable standards. The Contractor will fix found issues to ensure issues do not make it into the production environment. The Contractor's will monitor the production environment to identify and resolve issues not detected during the stand-up of the DocSite System.

IT Component Capacity Planning

The Contractor will plan, size and control the system as IT Component Capacity needs change. The Contractor's plan will address, but not be limited to the following system areas:

- i. Database Storage Capacity
- ii. Audit Log Storage

The Contractor will actively analyze the health of the storage systems at both the hardware and software layer. The Contractor will provision to grow logical drives for the databases, document repository or integrated knowledge bases.

All storage area networks will be full fiber channel with redundant fiber channel switches.

System Administration and Support

Account Administration

The System shall include both authentication and authorization mechanisms. Authentication will follow industry best practices for password strength and reset frequency. The System shall also automatically log a User out if a period of inactivity is exceeded. Any given User's access will be limited to exactly what their role or responsibility entails. Each User's security profile will include roles. Given permission can be "denied" to exclude it from a given User's role.

System Administration

The Contractor will provide ongoing support and maintenance, including customization of the System computing ecosystem. The Contractor's overall management framework will include:

1. Application management and monitoring
2. Web services management
3. Systems management and monitoring
4. Identity and Access Management
5. Network management and monitoring
6. Performance monitoring

The System shall capture Web page response times from the User end point down to the backend database calls to ensure Web pages meet acceptable standards.

The Contractor will provide active and passive monitoring of items such as CPU, disk and memory utilization, device up time and custom monitors for production related services such as SQL processes and anti-virus.

The Contractor will monitor health, availability and status of all network and system devices in the infrastructure via SNMP traps and Syslogs. The Contractor will give each account access levels that are in direct relation to job functions using the Least Privilege Rule.

The Contractor will use bandwidth monitoring on all firewall interfaces which includes VPN tunnels. The Contractor will monitor performance of both storage and virtual infrastructures analytics based IT management software solution designed to isolate and optimize performance and utilization of virtual machines, physical servers and storage resources. The Contractor will manage the performance of the virtual infrastructure. Performance data will be abstracted to health, risk and efficiency measures based off key performance indicators and will be displayed in a roles-based access dashboard.

Audit Trail

Contractor shall track infrastructure and applications across all tiers and capture all transactions, end-to-end, from a User click, to the database record and back. The Contractor will provide accurate and timely reporting as requested,

Data Backup

The Contractor will use offsite storage. Data backup must be stored offsite in the event of a physical disaster. Full online scheduled file level backups are snapped locally and replicated to disparate DR data center. Database and application backup procedures must be updated to

include backups for the System. Full online data backups must occur, as well as offline backups using disconnected storage.

Data Archival

The Contractor's following data retention policies will dictate the timeframe at which operational databases will be truncated and archived:

1. The Contractor will maintain seven (7) years of manually entered Program data at the highest performing tier of storage and archive the expiring longitudinal dataset on a bi-annual basis to lower tiers.
2. The Contractor's archived data will remain retrievable upon demand via a database management system. This data can be restored to the production tier of storage by archiving utilities if necessary.

Disaster Recovery

The Contractor will develop a Disaster Recovery Plan for the System. The Contractor will have a tested Disaster Recovery Plan and Business Continuity Plan on file that can be executed in the event of an unforeseen emergency/disaster.

The Contractor will conduct annual testing of the above mentioned plans to determine their validity, and determine any need for revision to meet the current situation of IT resources and personnel. The Contractor will ensure that data is protected and operations will resume as soon as possible.

Technical Documentation

The Contractor will place into the States SharePoint Archive all documentation received by Covisint on the system purchased by the State. The Contractor will provide update to existing technical documentation consisting of functionality, architecture, and code sections for any new business function added by the Contractor after the go-live. The functionality section will describe the intent of the module to be added. The architecture section will document the overall structure of the software including components and application interfaces where applicable. The code section will list file names and the database schema structure.

Each iterative production release will include the associated technical documentation along with the release notes.

MAINTENANCE REQUIREMENTS

Production Support and Transition

The Contractor shall provide support for the System that is being migrated from Covisint. These activities will include:

a. Integrated Support Model

The Contractor's services will include ticket logging, management, monitoring, and maintenance.

Inherent components are:

- i. Tiered Support
- ii. Service performance at each tier base-lined, monitored, measured and reported

The support to be provided by the Contractor is indicated by the table below:

Levels of Support	Highlights of each level
Level 1	<ul style="list-style-type: none"> ▶ Shall provide 8x5 coverage and perform repetitive Standards of Practice (SOP)-based activities, resolution of known errors [leveraging Knowledge Base (KB) - Database (DB)], and standard request fulfillment. For more complex requests, the L1 teams shall defer to L2/L3 teams
Level 2	<ul style="list-style-type: none"> ▶ Service restoration through temporary fixes/workarounds, root cause analysis, KBs /SOP creation for repetitive incidents and enhancement of Knowledge Management artifacts ▶ Staffed with specialists with knowledge of applications and associated business processes
Level 3	<ul style="list-style-type: none"> ▶ Staffed with application developers and technical analysts ▶ Permanent fixes

b. Transition

The Contractor is responsible for planning and coordinating resources to ensure milestones for the redeployment of the DocSite System are realized and to identify, manage, and limit risks. The Contractor will fully coordinate resources required to successfully redeploy and operate the System.

c. Pre Transition Planning

The Contractor will engage the Blueprint Executive Director to develop an approved project transition plan.

The Contractor will make available all artifacts documented by Covisint for the stand-up of the DocSite system. The Contractor will align resources to generate the targeted outcomes of the redeployment of the DocSite system. The Contractor will identify all known changes, including adjustments to the authentication system.

d. System Transition

Information regarding usability, supportability and operational requirements with both redeployment event and aftermath will be coordinated with the Blueprint Executive Director by the Contractor. A combination of scheduled and information delivery regarding the service deployment will be established and maintained. The knowledgebase (KB) will be updated during the Transition phase.

Service Level Requirements

The parties hereby agree that the State shall pay a varied service charge based upon different levels of performance by the Contractor, as set forth in the table below. These service level agreements will go into effect 1 month post go-live and after an examination of the system and its performance has been completed and reviewed by the Blueprint Executive Director. After this point, the Contractor will become responsible to meet all Service Level Agreements set forth below. Under no circumstances shall the payment of a service credit hereunder relieve the Contractor of its obligation to address and fix system defects or other performance issues pertaining to a service level requirement or any other obligations under this Contract.

SLR Number and Name	Service Level Requirement (SLR) After deployment of the State-owned Blueprint Clinical Registry Release 1, Contractor shall monitor and report monthly on the following SLRs	Contractor Remediation Action Required
SLR 1 Online Availability	The components of the Solution under Contractor control as delivered into production shall be available online to receive data inputs at least 90% of the time, with no single downtime exceeding 14 consecutive days.	Contractor shall report failures to the State and its users. Contractor shall provide initial analysis of issues within 1 day, provide work plan for resolution within 3 days, provide daily updates to Blueprint, and provide user updates as determined by the Blueprint. Once system functionality is restored, Contractor shall obtain and load all available data input files that were lost, blocked, or missed during system downtimes.
SLR 2 Data Storage and Data Aggregation Functionality	The System shall securely and reliably store and aggregate data inputs at industry-standard levels of performance for enterprise relational database systems.	Contractor shall report failures to the State and its users. Contractor shall provide initial analysis of issues within 1 day, provide work plan for resolution within 3 days, provide daily updates to Blueprint, and provide user updates as determined by the Blueprint. Additional layers of backup data storage shall be developed and implemented as deemed necessary to eliminate any issues of data loss, in particular due to software design deficiencies.
SLR 3 Dashboard Report Availability	The System shall make available any previously-developed DocSite Program-based dashboards with drilldown capability.	Contractor shall identify missing dashboard and or drilldown features; prioritize with Blueprint; identify key super users; provide work plan and timeline to Blueprint and super users; and provide updates as determined by Blueprint.
SLR 4a Data Extracts	The Contractor shall provide a minimum of 4 data extracts per year, as requested by the Blueprint Executive Director, on roughly a calendar-quarter schedule. Extracts shall be based on the criteria defined by the Blueprint.	Contractor shall report failures and/or delays to Blueprint immediately; provide initial analysis within 1 day; provide work plan for resolution within 3 days; provide daily updates to Blueprint.

SLR 4b Send Data Extracts to Vendor	The Contractor shall encrypt and send data extracts to the Blueprint's analytic provider as requested by the Blueprint Executive Director	Contractor shall report failures and/or delays to Blueprint immediately; provide initial analysis within 1 day; coordinate with analytics vendor; provide work plan for resolution within 3 days; provide daily updates to Blueprint.
SLR 5 Parameter-Based Reports	The System shall make available any previously-developed DocSite Filter Wizard reporting capabilities to all Programs. The results of these reports can be exported to Microsoft Excel and/or .csv files.	Contractor shall identify missing Filter Wizard reporting capabilities; prioritize with Blueprint; identify key super users; provide work plan and timeline to Blueprint and super users; and provide updates as determined by Blueprint.
SLR 6 Disaster Recovery RTO	The System's Recovery Time Objective (RTO) for hosting services shall be within 3 days. In case of a disaster that affects the Blueprint Clinical Registry operations, the entire service shall be restored within 10 days.	A copy of all relevant hosting Service Level Agreements (SLAs) with subcontractors shall be provided to the State. All relevant Service Credits (SCs) received from subcontractors shall be credited to the State on Contractor's monthly invoices to the State. Contractor shall report RTO failures to the State and its users. Contractor shall provide initial analysis of issues within 1 day, provide work plan for resolution within 3 days, provide daily updates to Blueprint, and provide user updates as determined by the Blueprint. Once system functionality is restored, Contractor shall obtain and load all available data input files that were lost, blocked, or missed during system downtimes.
SLR 7 Disaster Recovery RPO	The System's Recovery Point Objective (RPO) for hosting services shall be no more than 1 day of data loss. In case of a disaster that affects the DocSite operations, the System's Recovery Point Objective (RPO) shall be no more than 1 week of data loss.	A copy of all relevant hosting Service Level Agreements (SLAs) with subcontractors shall be provided to the State. All relevant Service Credits (SCs) received from subcontractors shall be credited to the State on Contractor's monthly invoices to the State. Contractor shall report RPO failures to the State and its users. Contractor shall provide initial analysis of issues within 1 day, provide work plan for resolution within 3 days, provide daily updates to Blueprint, and provide user updates as determined by the Blueprint. Once system functionality is restored, Contractor shall obtain and load all available data input files that were lost, blocked, or missed during system downtimes.
SLR 8 Quality of Code Delivered to UAT	All priority 3 or higher defects (testing defects) resulting from software development activities for newly added features post go-live shall be resolved by the Contractor prior to the software being delivered for User Acceptance Testing (UAT) and prior to deployment to production.	Contractor remediation actions required by other SLRs as a result of failure to resolve such testing defects prior to UAT and/or prior to deployment to production will be provided by Contractor at no additional cost to State.

SLR 9a Software Maintenance Request Resolution Times: *Severity 1 - Emergency	<p>For original Covisint DocSite functionality: See specific SLR Remediation Actions for SLRs 1 through 8.</p> <p>For new business functions added by Contractor at the request of Blueprint Executive Director: the Contractor must resolve Severity 1 Maintenance requests within 3 days.</p>	<p>Contractor shall report resolution deadline failures to the State and its users. Contractor shall provide initial analysis of issues within 1 day, provide work plan for new resolution within 3 days, provide daily updates to Blueprint, and provide user updates as determined by the Blueprint. Once system functionality is restored, Contractor will obtain and load all available data input files that were lost, blocked, or missed during system downtimes.</p>
SLR 9b Software Maintenance Request Resolution Times: *Severity 2 - Urgent	<p>For original Covisint DocSite functionality: See specific SLR Remediation Actions for SLRs 1 through 8.</p> <p>For new business functions added by Contractor at the request of Blueprint Executive Director: the Contractor must resolve Severity 2 Maintenance requests within 2 weeks.</p>	<p>Contractor shall report resolution deadline failures to the State and its users. Contractor shall provide initial analysis of issues within 1 day, provide work plan for new resolution within 3 days, provide daily updates to Blueprint, and provide user updates as determined by the Blueprint. Once system functionality is restored, Contractor will obtain and load all available data input files that were lost, blocked, or missed during system downtimes.</p>
SLR 9c Software Maintenance Request Resolution Times: *Severity 3 - Important	<p>For original Covisint DocSite functionality: See specific SLR Remediation Actions for SLRs 1 through 8.</p> <p>For new business functions added by Contractor at the request of Blueprint Executive Director: the Contractor must resolve Severity 3 Maintenance requests within 4 weeks as directed by the Blueprint Executive Director.</p>	<p>Contractor shall report resolution deadline failures to the State and its users. Contractor shall provide status reports as directed by the Blueprint Executive Director.</p>

Defects uncovered during User Acceptance Testing (UAT) will be categorized due to Priority. Defects encountered during the Production Phase will be distinguished by Severity. Severity is determined by the relative importance and response time requirements for the type of defect encountered.

Production Defect Severity Response Requirements

This would be for new business functions added by Contractor at the request of Blueprint Executive Director

Severity 1	3 days
Severity 2	2 weeks
Severity 3	4 weeks

Defect Severity Definitions:

- i. Severity 1 – The System no longer functions at all, or a System component is unavailable to more than 20% of active production Users.
- ii. Severity 2 – Any defect that affects less than 20% of the System functionality or less than 20% of active production Users.
- iii. Severity 3 – The System is able to function with a temporary work-around.

1. Warranty Requirements

The State is purchasing a System that is currently in production at Covisint. The Contractor will manage the migrating of the system and the successful system acceptance. At that time the source code will be delivered to the State and the Contractor will rebuild the system from source code. The Contractor will monitor the System for the first 6 months and then develop acceptable baselines for performance, availability, and usability.

The Contractor shall be responsible for fixing any errors that occur as a result of new business functions added to the Blueprint Clinical Registry after go-live and a post six month system review at no additional cost. The Software Warranty period applies to all “corrective” maintenance / reactive modification of the of the Blueprint Clinical Registry performed after completion of deployment to correct discovered faults with any functionality within the scope of the new business functions requested by the Blueprint Executive Director. All such fixes are required to occur in a reasonable timeframe (depending on severity as defined above in Section I subsection 2. Service Level Requirements) and shall be produced at no additional cost to the State of Vermont.[]

The Contractor shall provide one (1) year of Application Warranty following deployment of each release of new business functions requested by the Blueprint Executive Director at no additional Cost. The Contractor shall be responsible for the root cause analysis activities to demonstrate whether a defect is related to the scope of functionality added by the Contractor.

The Contractor will meet Service Level Requirements after the 6 month performance review has been completed and will review performance indicators on a regular basis, and taking corrective action when an indicator is not in compliance based on the priorities set forth by the Blueprint Executive Director.

The Contractor will provide all prescribed warranties as outlined to cover any defects directly related to additional business functions approved by the Blueprint Executive Director and added to the Blueprint Clinical Registry system after the initial go-live. Any defects discovered during the warranty period pertaining to the added functionality will be remedied at no additional costs to the State.

2. Maintenance & Operations

The Contractor must provide Base Software Maintenance period to begin Release 1 go-live. The Contractor shall communicate and document all software faults that are not part of the scope of the original development effort during the Software Maintenance period. For all Contractor System enhancements that are not part of the original scope, the Contractor shall analyze the changes and provide cost estimates for performing those changes to the Blueprint Executive Director.

The Contractor will provide two (2) one-year optional Software Maintenance periods at the expiration of the initial one (1) year of Software Maintenance period. The State shall be able to exercise its option to sign-up for services similar to those offered in the initial software maintenance period.

a. Production Support Staff

The Contractor must provide:

Ongoing maintenance and support services, including a flexible approach to providing the various types of personnel, including:

1. Architect
2. Business Analyst/Functional Lead
3. Communication/Network Specialist
4. Database Administrator
5. Database Designer
6. Help Desk Specialist
7. Hardware Specialist
8. Project Director
9. Project Manager
10. Programmer
11. Security Systems Engineer
12. Systems Administrator
13. Technical Writer
14. Tester
15. Training Specialist

The System's operations support, include the levels of support offered and the process for requesting support. In addition, the Contractor will provide a summary of the proposed strategy for maintaining and repairing the System:

- i. Base Software Maintenance Period.
- ii. Incident and maintenance request reporting.

The Contractor's Project Manager in coordination with the Team Member is responsible for identifying the training needed to improve a Team Member's skills as required by the program.

The Contractor will provide termination assistance activities that will mitigate the transfer risk as much as possible while accomplishing the very important task of knowledge transfer.

b. System Administration

The System shall collect events logs and store the information in a centralized database for a fixed period of days, at which time they are purged from the system. After the logs files are collected, the Contractor will perform event correlation and analysis for security related events and will alert the project team when certain thresholds are met.

The Contractor will keep a history of changes made to the System over time, and will rapidly respond to and address performance issues across System software portfolio.

The System shall, at a minimum, utilize public key/private key encryption Secure Socket Layer (SSL) certificates, a 4096 bit key length with 256 bit encryption strength issued by a trusted Certificate Authority, for website security. All SSL certificates shall be renewed proactively at least 7 days prior to expiration.

The Contractor's server, network and database maintenance will be performed on a monthly basis. A four hour maintenance window will be prearranged.

The Contractor's public facing servers will be located in Demilitarized Zone (DMZ). The DMZ network will be configured with limited connectivity to the internal resources. The use of access rules for the servers in the DMZ will only allow traffic configured for specific IP address and port number to segregate traffic from the internal network. Remote access will be handled by virtual private networks (VPN). The firewall will perform deep packet inspections on VPN traffic with the use of gateway anti-virus, anti-malware and anti-spyware protection.

The System's security module will provide a User's restriction to specific member populations. Security administrator will grant access to one or more "Groups" that are named entities with an overall client. Users will then be assigned specific roles. A particular User may have one role assigned in a given group and a very different role in another depending on things like resource needs, credentials, working privileges etc. Roles may include permissions such as delete, add, make determination, edit/view, and search functionalities and many more.

c. Data and Document Retention

The Contractor will implement and comply with industry standard backup procedures. The System data will reside on the latest technology which provides data safeguarding, backup time, recovery and operational efficiencies. All data will be backed up near at determined intervals and will be capable of any required Recovery Time Objective (RTO) or Recovery Point Objective (RPO) to be defined by the Executive Director of the Blueprint.

The Contractor will maintain an effective records management program that will meet all State requirements for record security, retention, privacy protection, and disposition as applicable for a clinical registry.

The System is a HIPAA compliance program and will be comprehensive and include all required privacy and security regulations. The Contractor will comply with all HIPAA requirements, specifically the administrative simplification provisions of the law and the associated rules published by HHS, the DoD Health Information privacy Regulation (DoD 6025.19-R), the HIPAA Security Compliance Memorandum (HA Policy 60-010), and the Security Standards for the Protection of Electronic Protected Health Information. The Contractor's policy must cover paper security, access to data processing resources, passwords and security incident reporting, software licensing, remote computer usage, virus, e-mail and application development security considerations. In addition to policies and procedures for data system access, the Contractor will have also developed and implemented policies and procedures for maintaining security and confidentiality of patient medical information, review data, and any other data identified as individually identifiable. Each employee is required to review and sign confidentiality protocol upon employment and receives annual documented training to maintain security awareness and policy.

d. System Management

i. Application Monitoring

One of the Contractor's goal will be to reduce down time through monitoring and management at first level (Level 1) as outlined in our Integrated Tiered Support Model.

The Contractor shall:

1. Reduce downtime through monitoring availability and performance of applications.
2. Provide insights through trend analysis of ticket.
3. Detect unauthorized changes and ensures organizational compliance.

ii. Activities

The Contractor will:

1. Monitor the availability of applications, related interfaces and infrastructure at Level 1.
2. Monitor the availability of related databases at Level 1.
3. Ensure application performance is within acceptable levels as defined in SLAs.
4. Monitor various application events and logs.
5. Resolve incidents where there is a KB match and escalate unresolved incidents / issues to L2 /L3 as per the SLA time frames via escalation procedures.
6. Provide hand-offs with the Level-2, Level-3 application and Infrastructure teams.

iii. System Operations Support Services

The Contractor's Software Support Helpdesk (SSH) will provide support through direct customer and internal stakeholder interaction email and help desk system. The SSH will be a one-stop-shop for all software change requests, User assistance, system issues and data corrections.

The Contractor's staff will be trained and be comprised of certified professionals with real-world experience using the System and will know how to resolve issues quickly and efficiently.

The SSH will have a customer service oriented directive with a focus on customer satisfaction and service level agreements. Communication will be prompt and accurate with customers. Customers will have the ability to engage the SSH through email, or web-based entry. All requests for service will be logged in the corporate helpdesk management system to enable measurement and easy transition between support staff.

1. Helpdesk Management System

The Contractor's Helpdesk System will allow Users to report, view, and update incidents.

The requestor will be notified by email once the ticket has been resolved. If the requestor has additional questions after the incident has been closed, the ticket can be reopened.

Tickets for incidents will include record of the requester, requester's contact information and the details of the incident.

The Contractor will maintain helpdesk functionality.

2. *System Incident Reports*

This shall contain Summary-level incident statistics and shall be included in the regular project status report. Statistics provided will include:

1. Incidents reported by category verses SLAs
2. Pass, fail, and in progress defect resolution counts
3. Defect categorization and aging

3. *Maintenance Reports and System Enhancement Reports*

The Contractor's support team shall propose releases according to the agreed maintenance cycle and the availability of fixes for release. Fixes for high-severity defects can be released on an accelerated schedule with State's approval.

f. *Defect Resolution and Solution Acceptance*

The Contractor's defect tracking and resolution management will assess and prioritize defects.

1. *Scope Severity*

The following table provides guidelines for ranking of the Scope of a defect:

Value Guidelines

5	Affects most or all Users and/or a very larger range of system functionality
4	Affects a large set of Users and/or large range of system functionality
3	Affects a moderate set of Users and/or moderate range of system functionality
2	Affects a small set of Users and/or a small range of system functionality
1	Affects a minimal set of Users and/or a very small range of system functionality

The following table provides guidance for the ranking of the Severity of a defect.

Value Guidelines

5	Data loss, data corruption or system unavailable
4	Important functionality is unavailable with no workaround
3	Important functionality is unavailable but has a reasonable workaround
2	Secondary functionality is unavailable but has a reasonable workaround
1	Cosmetic issues or some functionality unavailable but has a simple workaround

i. Priority

Priority is the product of Scope and Severity

Scope	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5
		1	2	3	4	5
		Severity				

ii. Actions

The Contractor will have an established set of action requirements for each range of calculated priority value.

The Contractor will follow a process for defect resolution and acceptance:

Defect Discovery – Identification and reporting of potential defects. The information captured here will be enough to reproduce the defect and allow development to determine root cause and impact.

Defect Analysis & Prioritization – The development team will determine if the defect report corresponds to an actual defect, if the defect has already been reported, and what the impact and priority of the defect is. Prioritization using the previously described scoring approach and scheduling of the defect resolution will then managed by the overall change management process for the software development organization.

Defect Resolution –The Contractor’s development team will determine the root cause, implement the changes needed to fix the defect, and document the details of the resolution in the Team Foundation Server defect management software, and will include suggestions on how to verify the defect is fixed.

Defect Verification – The build containing the resolution to the defect will be identified, and testing of the build is performed to ensure the defect truly has been resolved, and that the resolution has not introduced side effects or regressions. Once all affected branches of development have been verified as resolved, the defect can be closed.

Defect Communication – This encompasses automatic generation of defect metrics for management reporting and process improvement purposes, as well as visibility into the presence and status of defects across all disciplines of the software development team. The defect log captures and reports all attributes of a defect for transparency to all stakeholders.

System Acceptance –The defect is thoroughly validated. This is first facilitated by a revised/improved test that encompasses the identified defect and passes as well as a subsequent successful User Acceptance Test. Any related documentation is updated and the item is then released to production.

Deliverable AII-1 – Requirements Analysis and System Design

Deliverable AII-1A–Interface Design Document

The Contractor will develop Interface Design Documents for each identified integration point. A diagram or conceptual model will create for each integration detailing the source and target systems.

Building on the documentation provided by Covisint this document will detail the requirements outlined by the Blueprint. The Interface Design Document must include updated documents including the following components:

- i. Data Flow Diagrams
- ii. Data Dictionary
- iii. Data Test plans
- iv. Interconnection Security Agreement

Contractor's Responsibilities	<ul style="list-style-type: none"> Contractor will develop a Design Document to include data flow diagrams, data dictionary, and data test plans
Blueprint's Responsibilities	Review and approve the document
Location	N/A

Deliverable AII-1B – System Architecture

The Contractor will update the delivered DocSite System Architecture document, which includes a conceptual model or diagram that is a representation of the components that make up the System. This deliverable will be maintained throughout the project as system components are added or changed to reflect the most current state.

The Contractor shall provide the System Architecture deliverable that are part of the Solution. This System Architecture shall define and document:

- i. A conceptual architecture
- ii. A detailed list of all the proposed production environment platforms, including Hardware, OS, Networking, and all COTS and third party systems/tools/ utilities, etc.
- iii. The details of Security, Privacy and Consent Management Plan for DocSite.
- iv. The Security Plan will provide the technical approach to satisfy the following where applicable:
 - a. Network segmentation
 - b. Perimeter security
 - c. Contractor's System security and data sensitivity classification
 - d. Intrusion management
 - e. Monitoring and reporting
 - f. Remote access
 - g. Encryption
 - h. State -wide active directory services for authentication
 - i. Interface security
 - j. Security test procedures
 - k. Managing network security devices
 - l. Security patch management
 - m. Secure communications over the Internet
- v. Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls will be within the Security Plan.

Contractor's Responsibilities	System Architecture document will include: <ul style="list-style-type: none"> • Conceptual architecture • Logical architecture layers • Environment definitions • Security, privacy and consent management plan
Blueprint's Responsibilities	Review, comment and provide feedback
Location	N/A

Deliverable AII-2 – System Maintenance and Support

The System's Maintenance and Support Plan deliverable will include the processes, policies and responsibilities of the product support services team.

The Contractor shall provide a written plan for the Maintenance and Operations Support of the Blueprint Clinical Registry prior to any new functionality is added to the system. The following documentation shall be prepared by the Contractor and included in the System Maintenance and Support Plan provided to the State:

- i. Development of the System's support structure and organization, including estimates of manpower requirements to support operation and maintenance of the System.
- ii. Completed Code, where applicable.
- iii. Maintenance and repair policies and procedures.
- iv. Updated system architecture diagrams and inventory (systems, servers, etc.)
- v. Data Dictionary/VT measure sets.

The Contractor shall provide a System Maintenance and Support Plan to include the elements defined above.

Contractor's Responsibilities	<ul style="list-style-type: none"> • Development of system support structure and organization • Operating procedures manual • Maintenance manual
Blueprint's	Review and comment

Responsibilities	
Location	N/A

Deliverable AII-3 – TESTING

Deliverable AII-3A – Test Plan

The Contractor’s Test Plan will detail the approach to thoroughly testing all additional business functions added to the system post go-live. The three major components of the plan include:

- i. Test coverage
- ii. Test methods
- iii. Test responsibilities

The Contractor will be responsible for the development of a Test Plans for all new functionality added to the system post go-live, which includes the following testing events:

- a. *Unit and Integration Testing* – The Contractor shall perform Unit and Integration testing as necessary.
- b. *System Testing* – The System testing is aimed at proving that the System meets the stated requirements by validating the total system in a real world scenario. The System’s testing will be combined into a single test phase to provide streamlined testing without compromising the testing objectives.
- c. *System Test Execution* – The System’s test shall utilize “real” data, and shall be performed by the Contractor. The System’s test shall be intended to demonstrate the critical business functions that is being added to the system at the request of the Blueprint Executive Director. The Contractor shall provide and the BP Executive Director shall accept the System Test Plan before it is executed. The Contractor shall incorporate the following activities during System Testing:
 - i. Demonstrate Critical Business Function Scenarios (as defined by and approved by the State)
 - ii. End-to-end business process testing (as defined and approved by the State).
 - iii. Interface Testing (if applicable).
 - iv. Performance Testing (stress, load testing if applicable).
 - v. Security Testing.
 - vi. Regression Testing.
- d. *User Acceptance Testing* – The purpose of User Acceptance Testing is to confirm that the System enhancements are developed according to industry standard business development best practices and that it is ready for enterprise deployment and operational use. During UAT, selected end-Users will compare the System’s functionality, features, and performance to the Requirements Documents and Design documents.
- e. *Performance Testing* – The Contractor shall perform Performance Testing as deemed applicable by the Blueprint Executive Director. Performance Testing shall include both Stress and Load Testing to verify Contractor’s System performance in accordance with the SLRs.

- f. *System Regression Testing* – The Contractor shall perform Regression Testing on any new functionality added to the system post go-live to verify the System’s integrity after functional improvements or fixes have been made as a result of the System’s Integration and User Acceptance test activities. Regression testing shall be designed to confirm that fixes have not created any new problems and that the results are as planned. The Contractor team shall document all tests performed. The Contractor shall provide a Test Plan that includes the elements outlined above and a detailed schedule for each of the activities to be completed within the test phase, including the individuals (named and role) responsible for the completion and/or approval of each activity.

Contractor’s Responsibilities	<ul style="list-style-type: none"> • Unit and integration testing • System testing • User acceptance testing protocols • Evaluation of UAT test results • Regression testing • Performance testing • Release test schedule
Blueprint’s Responsibilities	<ul style="list-style-type: none"> • Identify End User to do UAT • Sign-off on release to production
Location	UAT testing will be conducted online in System’s provided Test environment.

Deliverable AII-3B – Documented System Results

The Contractor will capture all testing results via a tracking system. Complete traceability from the requirement to the development and eventual test result is available real-time electronically.

Contractor’s Responsibilities	<ul style="list-style-type: none"> • System results document • Reporting (defects and corrective actions)
Blueprint’s Responsibilities	Review
Location	N/A

Deliverable AII-4 – DEPLOYMENT

Deliverable AII-4A – Deployment Plan

The Contractor shall develop a Deployment Plan that defines all tasks required to release System changes to each environment. Each plan includes the steps and required tools to “roll out” a specific change set. In addition, each deployment plan includes a “roll back” plan to entirely reverse any deployment that was unsuccessful. An Implementation Plan will also be created for each major release focusing on just the tasks associated with the release scope. Post-implementation performance monitoring will be conducted to determine if each implementation is successful.

The Contractor shall produce a plan for deployment of new functionality. Moreover, the Contractor shall provide a Deployment Plan that documents the activities that need to be accomplished to successfully migrate the DocSite Solution from the testing environment to the production environment. The Plan shall provide a detailed schedule of activities with key “go” / “no-go” decision points identified throughout the deployment process. In addition, the plan shall detail a back out and recovery process to be triggered in the event the turnover to production fails.

Contractor’s Responsibilities	<ul style="list-style-type: none"> • Deployment schedule • Deployment environment and configuration • Release notes • Rollback plan
Blueprint’s Responsibilities	<ul style="list-style-type: none"> • Verify, validate and sign-off post deployment
Location	<p>Target environment</p> <ul style="list-style-type: none"> • Development • Test • Production

Deliverable AII-4B – Completed Detailed Functional and Technical Specifications

The Contractor will author a document detailing the System’s requirements for added functionality post go-live with columns representing the functional and technical specifications completeness.

After completion of each release, the Contractor shall update, and provide an updated System Design, Requirements, and Specifications document for the component of the System that was modified. The document components shall include:

- i. Updated Functional Requirements
- ii. Updated Technical Specifications

Contractor's Responsibilities	<ul style="list-style-type: none"> Updated Functional Requirements with each release Updated Technical Specifications with each release
Blueprint's Responsibilities	N/A
Location	N/A

Deliverable AII-4C – System Source Code and Documentation

The Contractor' system shall manage all aspects of the System development process includes web-based source code and documentation repositories. The System source code repository provides historical versioning and merge capabilities. The document repository can be accessed from the web for those approved by the Blueprint Executive Director.

At the completion of the Project, the Contractor shall conduct a review with the Blueprint and identify any documentation that must be updated as a result of changes during the contract period. The Contractor will be required to update the documentation and provide it to the Blueprint for review and Final Acceptance.

The following shall be updated and provided to the Blueprint Executive Director at the completion of the Project:

- i. Artifacts of Covisint Technical and System Documentation
- ii. Specifications for newly added features
- iii. System Architecture updates
- iv. Technical Design Documentation updates
- v. Final versions of the System software files

The Contractor shall also transfer all finalized required documentation to the State. The format and the medium of transfer will be at the discretion of the State.

Contractor's Responsibilities	Update all artifacts associated with DocSite system throughout project:
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	<ul style="list-style-type: none"> • Functional specification and design • System architecture • Technical design documentation • Training manual, User guides and materials • Final versions of the system software files (code)
State's Responsibilities	N/A
Location	State hosting environment

Deliverable AII-5 – System M&O

Deliverable AII-5A – System Incident Reports – M&O

The Contractor will deliver System Incident Reports throughout the project as requested by the Blueprint Executive Director. This will be accomplished via web-based Service Desk ticketing system. Ad-hoc query functionality shall be available to authorized Users to answer specific questions related to incidents.

The Contractor must complete the following services. (The Contractor may propose additional deliverables as needed to achieve the task goals of System Maintenance and Operations):

System Incident Resolution – Maintenance and Operations of the System includes software faults for functions that were added after the system go-live. All incidents that occur as part of ongoing operations must be addressed and resolved within a reasonable time frame as per the SLAs.

Adaptive Maintenance – All changes and fixes will be implemented based on a mutually agreed upon schedule. All changes will go through all phases of testing by the Contractor. The test results must be documented and provided to the State for approval before a decision is made to put the new release into Production. All relevant Contractor's System documentation will be updated and provided to the State at the conclusion of any Contractor's System changes.

System Enhancements – If enhancements are requested, the Blueprint Executive Director will submit a request for those modifications to the Contractor. The Contractor will analyze the changes and provide a cost estimate for performing those changes if they have not already been pre-determined. These cost estimates will be negotiated based on rates proposed and agreed to. The Blueprint can then decide whether it wishes to move forward with the requested enhancements, which will be incorporated as a change order to the Contract. The System Incident Report should contain the severity of the incident, a description of the incident, incident resolution status, and the proposed course of action for remedying all open incidents.

Contractor's Responsibilities	<ul style="list-style-type: none"> • Prepare ongoing System's incident reports • Incident resolution status
Blueprint's Responsibilities	Review and comment
Location	N/A

Deliverable AII-5B – Operations and System Administration Procedures Manual

The Contractor is responsible for updating an Operations and System Administration Procedures Manual that includes the following components if provided by Covisint. This manual may contain:

- i. Diagnostic procedures, backup and restore procedures, and disaster recovery procedures.
- ii. Information to aid in analyzing and debugging the software.
- iii. Maintenance and repair policies and procedures.
- iv. Updated System's architecture diagrams and inventory (systems, servers, etc.).

Deliverable AII-5C – Tier 2 Service Desk Plan

The Contractor's Tier 2 Service Desk Plan will describe the required System's processes and procedures necessary to effectively support Users of the System.

The Contractor is responsible for developing a Tier 2 Service Desk Plan that indicates how support will be provided and how escalated incidents are resolved.

Contractor's Responsibilities	<ul style="list-style-type: none"> • Contractor's System support structure and organization • Support tools (ticketing, voice mail etc.) • Hours of operation • Communication and escalation plan
State's Responsibilities	Review
Location	N/A

M. CONTRACTOR PROJECT ORGANIZATION & STAFFING

1. Staffing Plan

The following staffing plan details the Contractor personnel, level, roles and responsibilities, and team reporting relationships and identifies the approach to provide reporting relationships for key staff roles. **The term “Key Project Personnel,”** for purposes of this procurement, means Contractor personnel deemed by the State as being both instrumental and essential to the Contractor’s satisfactory performance of all requirements contained in this Contract. The Key Project Personnel shall be engaged throughout both the implementation and operations periods.

2. Key Project Personnel

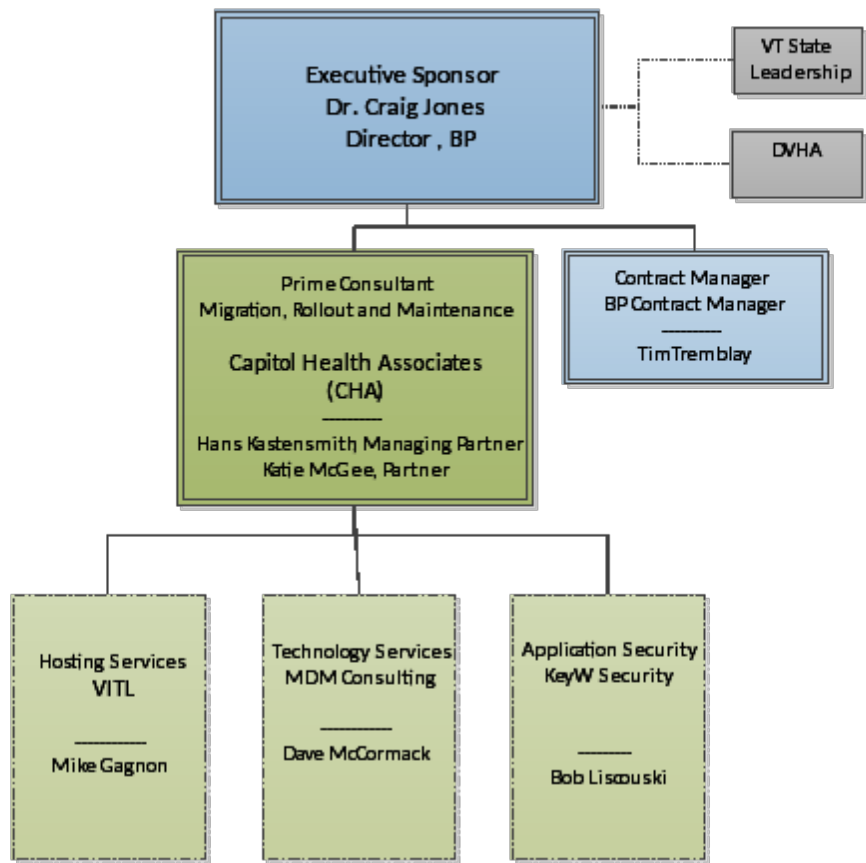
The following table provides Contractor Key Personnel positions, corresponding roles and responsibilities for the project, and minimum qualifications for each.

a. Roles and Responsibilities of Contractor Key Personnel

Title	Resource	Roles and Responsibilities	Qualifications	Reporting Relationship
Account Director	Hans Kastensmith	Program Management and Client Relations	Managing Partner CHA	Reports directly to Blueprint Executive Director.
Project Manager	Katie McGee	Project Management	Partner CHA, Extensive Project Management experience	Reports directly to Blueprint Executive Director and laterally to Account Director
Architect and Developer	Dave McCormick	All technical and architectural design and development, system migration, and systems documentation	25 plus years extensive systems design and development	Subcontractor. Reports to CHA management team.
Hosting Services	Mike Gagnon or designee	Hosting and Support services for the BP environments	VITL CTO	Subcontractor. Reports to CHA management team.
Security Officer	Bob Liscouski or designee	Application Security Services	25 plus years extensive systems and security work.	Subcontractor. Reports to CHA management team.

The above table outlines the number of Contractor personnel at different levels and roles who are proposed to be staffed on the project across the different phases of the engagement.

Blueprint Clinical Registry Migration



The above graphic demonstrates the Contractor’s proposed organization chart for this engagement.

N. WORK PLAN

The Contractor shall submit the project work plan (i.e., Project Schedule) deliverable for State approval within thirty (30) days of project initiation.